

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

**R. ALEXANDER ACOSTA,
SECRETARY OF LABOR,
UNITED STATES DEPARTMENT
OF LABOR,**

Plaintiff,

V.

MARIN J. CORPORATION

Defendant.

**MEMORANDUM IN SUPPORT
OF PLAINTIFF SECRETARY'S MOTION FOR
TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION**

CIVIL ACTION No. 1:18-CV-184

**MEMORANDUM IN SUPPORT OF SECRETARY’S MOTION FOR TEMPORARY
RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

For his Memorandum in support of his motion for a temporary restraining order and preliminary injunction, the United States Secretary of Labor, R. Alexander Acosta, states:

I. INTRODUCTION

The Secretary has filed an action under 8 U.S.C. § 1188(g)(2) and 29 C.F.R. §§ 501.16(b) and (c) to enjoin Defendant Marin J. Corporation (“Marin J. Corp.”) from violating its obligations concerning its employment of H-2A temporary agriculture workers under the H-2A visa program. Defendant is employing temporary workers in Southeast Missouri under two Applications for Employment Certification, one covering 80 workers for the period June 25, 2018 to October 21, 2018, and the other covering 27 workers for June 25, 2018 to August 17, 2018. The Department of Labor (“DOL”) administers this program, and is charged with enforcing H-2A regulations to ensure both that the rights of temporary agricultural workers are

not violated and that domestic workers and employers are not disadvantaged by the illegal exploitation of workers in violation of the Act and regulations.

In an investigation commencing on July 17, 2018, investigators with the Wage and Hour Division (“WHD”) of the United States Department of Labor discovered Defendant’s ongoing, serious violations of the regulations it promised to follow. Defendant is failing to provide sufficient potable water resulting in workers becoming sick from working in the heat and sun. It is failing to provide hygienic toileting facilities to workers in farm fields resulting in workers being forced to relieve themselves in the fields and then continue picking melons without washing their hands. It is housing workers in overcrowded and unsafe conditions resulting in workers sharing beds, sleeping on floors, and using a bathroom with standing water on the floor. It is housing other workers in a former jail without adequate natural light or kitchen facilities. It is failing to empty garbage containers resulting in piles of trash at provided houses. It is failing to pay the workers the money it promised to pay them, resulting in workers performing strenuous labor for little or no money. It is requiring the workers to work long hours far in excess of the 36 hours per week it specifically represented to the Department of Labor would be the work schedule.

This is not Defendant’s first violation of H-2A regulations. In 2015, WHD investigated Defendant and found it to be in violation of multiple regulations under the H-2A program, including housing violations. During this process, WHD explained to Jorge Marin, the owner of Marin J. Corp., the applicable regulations his company was required to follow for continued participation in the H-2A program. Despite this explanation, Defendant has refused to follow these requirements illegally putting the health, safety and wellbeing of its temporary workers at risk and harming domestic workers and employers through its exploitation of these workers.

II. BACKGROUND AND FACTS

A. Statutory and Regulatory Requirements Governing the H-2A Program

Congress established the H-2A program as part of the Immigration Reform and Control Act of 1986, which amended the Immigration and Naturalization Act (INA). *See* 8 U.S.C. § 1188. Under the program, agricultural employers are permitted to hire and obtain visas for nonimmigrant guest workers only after they obtain from the DOL a certification showing they were unable to find, after an adequate search, sufficient local workers who were willing, able and qualified to perform the work at the time and place needed, and that the employment of the foreign workers will not adversely affect the wages and working conditions of the domestic workers. *Id.* §§ 1184(c)(1), 1188(a)(1).¹ In the applications requesting temporary employment certification from the DOL, called “clearance orders,” the employer must certify that “the order describes the actual terms and conditions of employment being offered by me, and contains all the material terms and conditions of the job.” 20 C.F.R. § 635.501(d)(3).

In addition to the clearance orders, the employer must also comply with the H-2A program regulations at 20 C.F.R. Part 655, Subpart B (the “H-2A Program”). These regulations govern, among other things, housing, meals and wages. For instance, the regulations require the employer either to provide housing for the workers at no cost that “meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards at 29 C.F.R. 1910.142,” or if the employer provides rental housing (also at no cost to the workers), this housing meets applicable “local standards.” 20 C.F.R. § 655.122(d)(1)(i), (ii). Furthermore, the employer must compensate the H-2A workers at not less than the federal minimum wage, the prevailing wage

¹ In addition, even after obtaining the certification, the agricultural employer must hire any qualified domestic worker who seeks employment during the first half of the contract period, and the H-2A worker may be displaced in that situation. 8 U.S.C. § 1188(c)(3)(B)(i), (B)(vi).

rate in the area, or the “adverse effect wage rate” (the “AEWR,” which is the minimum rate that the DOL determines is necessary to ensure that wages of similarly situated domestic workers will not be adversely affected by the employment of the H-2A workers), whichever is highest.

20 C.F.R. § 655.103(b). *See also id.* §§ 655.100(b), 655.107.

B. The H-2A Application In This Case

Defendant applied for permission to hire foreign agricultural workers in the spring of 2018. In its application materials, Defendant said it would be housing workers in two houses located next to each other on Highway C, near Kennett, Missouri, and at a building located at 200 Slicer, also in Kennett. The Slicer building is a former jail. This was not mentioned in Defendant’s application materials. Regardless, Defendant represented that the Slicer building had adequate kitchen facilities, stating, “[t]he employer will provide free and convenient cooking and kitchen facilities to workers living in employer provided housing, which will enable workers to prepare their own meals.” (ETA Form 790 for 27 workers received March 29, 2018, attached as Exhibit 1, at 2.) It also represented that both houses had kitchens. (ETA Form 790 for 80 workers received April 17, 2018, attached as Exhibit 2, at 1.) Defendant’s application materials failed to mention that it would also be housing workers in the Budget Inn, located in Kennett.²

Defendant’s application also represented that it would pay the workers \$13.42 per hour, that their work hours would be from 7:00 a.m. to 1:00 p.m., and that they would not work more than 36 hours per week. (Exhibits 1 and 2, at 4; Forms 9142, Exhibits A and B to Affidavit of

² The procedures under the Act allow the DOL to partner with states, in this case the State of Missouri, in reviewing applications. Here the State of Missouri reviewed the two houses but not the jail. Missouri did not review the jail because while Defendant initially represented it was going to use the 200 Slicer building, it later represented that it would not be using the Slicer building, but would instead house workers in a motel call 84 West. Defendant did not use 84 West, but rather decided to house some workers at the Budget Inn. Missouri also did not review the Budget Inn because Defendant failed to reveal it would be housing workers there. Missouri’s review, significantly, is pre-occupancy. The pre-occupancy review in no way prevents the DOL from evaluating housing after occupancy begins.

WHI Lindsey Corona, at ¶¶ 17-20, attached as Exhibit 1 to the Secretary’s Motion for Temporary Restraining Order and Preliminary Injunction.)

C. Defendant Marin J. Corp.’s Violations of the H-2A Program

Defendant’s workers began working in Southeast Missouri on or about June 25, 2018. Around July 13, WHD received a complaint about living and working conditions at Defendant’s worksites and living facilities and immediately began an investigation. WHD discovered multiple serious violations of health and safety regulations related to housing and work conditions in the fields. It also learned Defendant is requiring its H-2A workers to work long hours, is not paying them, and is not keeping records of the hours they worked as required.

1. Housing

Budget Inn. Originally unbeknownst to the DOL, Defendant was housing some workers at the Budget Inn in Kennett. Conditions were abysmal. Single rooms with two beds were used to house five and six workers. Some workers were forced to share beds. Others were forced to sleep on the floor.

The overcrowding violated 20 C.F.R. § 655.122(d)(1)(ii). When an employer uses a public facility to house workers, WHD looks to the applicable local housing code. In this case, Kennett, Missouri adopted the 2012 version of the uniform housing code. This code required that each occupant of a motel room be allocated 200 square feet of space. With four and five people to a room, individual square foot allocations were less than 50 square feet per person. (Ex. 1 to Motion, Corona Aff., at ¶¶ 17-20.)

Houses. Defendant owns two houses it uses to house workers, 9346 State Highway C (the “Brick House”), and 9348 State Highway C (the “Wood Frame House”). The conditions at

both houses violate numerous requirements of 29 C.F.R. § 1910.142 (Ex. 1 to Motion, Corona Aff., at ¶¶ 36-48):³

- At both houses, each room used for sleeping purposes contain less than 50 square feet of floor space for each occupant. This violates § 1910.142(b)(2).
- At both houses, beds are spaced closer than 36 inches from one another. This violates § 1910.142(b)(3).
- At the Wood Frame House, the floor in the bathroom is saturated with water due to a toilet leak. The water has also flowed from the bathroom into an exterior hallway and underneath the linoleum floor covering, weakening the floor and creating the potential for mold. This violates § 1910.142(b)(4) which requires “floors shall be kept in good repair.” This condition also violates § 1910.142(d)(10) which requires toilet rooms be kept in a sanitary condition.
- In the Brick House the kitchen refrigerator is malfunctioning so that it fails to keep items cool. This violates § 1910.142(b)(10) which requires “sanitary facilities shall be provided for storing and preparing food.”
- In both houses, the doors and windows do not have screens in violation of § 1910.142(b)(8) which requires all exterior openings be “effectively screened with 16-mesh material.”
- In both houses, toilet paper is missing in the bathrooms. This violates § 1910.142(d)(9) which requires “an adequate supply of toilet paper be provided in each privy, water closet, or chemical toilet compartment.”

³ These houses were employer provided housing. As such, under 20 C.F.R. § 655.122(d)(1)(i), these houses are required to comply with “the full set of DOL Occupational Safety and Health Administration (“OSHA”) standards set forth at 29 CFR 1910.142.”

- At both houses, there is no place provided to dry clothes. This violates § 1910.142(f)(5) which requires “facilities for drying clothes shall be provided.”
- At both houses, garbage containers are overflowing. This violates § 1910.142(h)(3) which requires “garbage containers shall be emptied when full, but not less than twice a week.” The accumulated garbage also violates § 1910.142(a)(3) which requires “the grounds and open areas surrounding shelters shall be maintained in a clean and sanitary condition free from rubbish, debris, waste, paper, garbage, or other refuse.”
- The Brick House is infested with wasps. This violates § 1910.142(j) which requires “effective measures shall be taken to prevent infestation by and harborage of animal or insect vectors or pests.” Because of the trash accumulations, the potential for infestations of other insects and rodents is high.

Jail. Defendant purchased the former Dunklin County jail and modified it to house workers. The exterior of the Jail, at the rear, still has fencing and razor wire, which make it clear from the outside, that despite modifications, the building had been used to house criminals. On the inside, the building’s former use is just as apparent. Rooms containing bunks have virtually no natural light. The windows that do exist are filled with portable air conditioning units. Like the houses, multiple violations of § 1910.142 exist (Ex. 1 to Motion, Corona Aff., at ¶¶ 49 -54):

- In one of the bunk rooms, a mattress is placed on the floor in violation of § 1910.142(b)(3)’s requirement that beds be elevated at least 12 inches from the floor. The bunk rooms also violated this provision’s requirement for personal storage.
- The bunk rooms do not have functioning windows. This violates § 1910.142(b)(7) which requires “all living quarters be provided with windows the total of which shall

be not less than one-tenth of the floor area. At least one half of each window shall be so constructed that it can open for purposes of ventilation.”

- The building has no drinking fountain. This violates § 1910.142(c)(4) which requires “where water under pressure is available, one or more drinking fountains shall be provided for each 100 occupants or fraction thereof.”
- The bathroom lacks toilet paper in violation of § 1910.142(d)(9).
- The bathroom lacks hot water. Even after allowing the water to run for many minutes, it is only tepid. This violates § 1910.142(f)(3) which requires “an adequate supply of hot and cold running water shall be provide for bathing and laundry purposes.”
- The building lacks a place to dry clothes in violation of § 1910.142(f)(5).
- The lights in each of the two bathrooms do not work. This violates §1910.142(d)(8) which requires “each toilet room be lighted naturally or artificially by a safe lighting at all hours of the day and night.” This also violates §1910.142(g) which requires “toilet rooms and rooms where people congregate shall contain at least one ceiling- or wall-type fixture.”
- The building does not contain a functioning kitchen. Defendant represented to the DOL that the Jail would have a kitchen. A room that at one time was a kitchen exists in the building, but it has no functioning appliances or facilities. In fact, its walls are covered with mock bloody handprints from when the jail was used as a “haunted” house before Defendant’s purchase. The lack of kitchen violates §1910.142(i)(2) which requires “a properly constructed kitchen and dining hall adequate in size, separate from the sleeping quarters . . . shall be provided in connection with all food handling facilities.”

2. Field Conditions

H-2A employers like Defendant are required to follow Occupational Safety and Health Administration regulations for field sanitation. 29 C.F.R. § 1928.110. Defendant is in violation of these regulations (Ex. 1 to Motion, Corona Aff., at ¶¶ 30-35):

- Defendant has failed to provide drinking water for its workers dispensable in individual cups. Instead workers are sharing common drinking cups or drinking from water poured into a common plastic bottle. This violates § 1928.110(c)(1)(iii) which requires “water shall be dispensed in single-use drinking cups or by fountains. The use of common drinking cups or dippers is prohibited.” The lack of individual cups discourages workers from drinking adequate amounts of water during the hot summer days, and in fact, multiple workers have reported heat related illness symptoms. From June 28, the start of work, to July 17 the average daily high temperatures exceeded 90 degrees and the heat index often exceeded 100 degrees.⁴
- Defendant has failed to provide adequate toilet facilities (i.e., porta potties) with hand washing stations within at least one-quarter mile of the work sites. This has resulted in workers relieving themselves in and around the farm fields and not washing their hands afterwards. This violates § 1928.110(c)(2)(iii), which provides “toilet and handwashing facilities shall be accessibly located and in close proximity to each other. The facilities shall be located within a one-quarter-mile walk of each hand laborer's place of work in the field.” Lack of adequate sanitation endangers not only the

⁴ A true and accurate copy of the listing of temperatures and representative heat advisories from the National Weather Service is attached hereto as Exhibit 3. The Court may take judicial notice of weather conditions. *Pate v. Norris*, 2007 WL 990698 (E.D. Ark.). Iowa State University keeps an easily retrievable archive of National Weather Service heat advisories on its website: mesonet.agron.iastate.edu.

workers, but the public who will eventually consume the watermelons the workers are harvesting.

- For the few toilet facilities Defendant provides, it often fails to provide toilet paper in violation of § 1928.110(c)(3) which requires toilets be maintained in accordance with appropriate public health and sanitation practices.

3. Failure to Pay and Keep Records of Hours Worked

Under 20 C.F.R § 655.122(j), Defendant is required to pay its workers what it promised the DOL and the workers it would pay them. In this case, \$13.42 per hour. Defendant has entirely failed to pay its workers at this prescribed rate. Despite working over 20 days in a row, for at least 12 hours per day, workers consistently told WHD Investigators they had received only two checks, one for \$340 and the other for \$120. While Defendant allowed the workers to keep the \$340 check, it required the workers to cash the \$120 check at the Bank of America in Jonesboro, Arkansas, and then return \$120 in cash to the Defendant.

Under the applicable regulations, Defendant is also required to

keep accurate and adequate records with respect to the workers' earnings, including . . . supporting summary payroll records, and records showing the nature and amount of the work performed; the number of hours of work offered each day by the employer; . . . the hours actually worked each day by the worker; the time the worker began and ended each workday; the rate of pay (both piece rate and hourly, if applicable); the worker's earnings per pay period; the worker's home address; and the amount of and reasons for any and all deductions taken from the worker's wages.

§ 655.122(j)(1). Defendant has not kept, and continues to fail to keep, such records. The only evidence of hours worked is the information provided from the workers, which is consistent with WHI Corona's observations of the workers' daily routines.

The failure to pay and keep records is particularly vexing because Defendant provides certain meals to the workers for which it requires reimbursement. As the situation stands now,

workers are running up bills for meals but are not being paid. Because of the lack of kitchen facilities, workers have no choice but to buy their own meals.

III. ARGUMENT

A. 8 U.S.C § 1188(g) and 29 C.F.R. § 502(b) and (c) Authorize Injunctive Relief

The INA authorizes the Secretary to seek injunctive relief “as may be necessary to assure employer compliance with terms and conditions of employment” under the H-2A Program.

8 U.S.C. § 1188(g)(2). Pursuant to the authority given to the Secretary under the INA, the DOL promulgated regulations at 29 C.F.R. Part 502. Subpart B addresses the Secretary’s enforcement authority with regard to work contracts issued under the H2-A program. Among other things, it specifies:

Whenever the Secretary believes that the H-2A provisions of the INA or these regulations have been violated, such action shall be taken and such proceedings instituted as deemed appropriate, including (but not limited to) the following: . . .
(b) Petition any appropriate District Court in the U.S. for temporary or permanent injunctive relief . . . to restrain violation of the H-2A provisions of the INA, 20 CFR Part, part 655, Subpart B, or these regulations by any person.

29 C.F.R. § 502.16(b), (c). The regulations thus provide for precisely the kind of action the Secretary brings here: a complaint and motion for a temporary and/or preliminary injunction and ultimately permanent injunctive relief redressing all the violations of Defendant’s covered contractual and regulatory obligations). *See*, Order entering preliminary injunction in *Acosta v. G Farm*, Case No. 2:17-cv-0146 (D. Ariz. May 19, 2017)(Exhibit 2 to Motion).

B. A TRO and Preliminary Injunction Should Be Issued Restraining Defendant From Further Violations of 8 U.S.C. § 1188(c) and 20 C.F.R. §§ 655.122

The Eighth Circuit applies a substantially identical standard for issuing a temporary restraining order and a preliminary injunction. *Prudential Ins. Co. v. Inlay*, 728 F. Supp.2d 1022, 1028 (N.D. Iowa 2010) (“it is well-settled in [Eighth] circuit that applications for preliminary

injunctions and temporary restraining orders are generally measured against the same factors”). The Eighth Circuit articulated these factors in *Dataphase Systems, Inc. v. C L Systems, Inc.*, 640 F.2d 109, 113 (8th Cir.1981) (*en banc*). The “*Dataphase* factors” are the following: (1) the movant's probability or likelihood of success on the merits, (2) the threat of irreparable harm or injury to the movant absent the injunction, (3) the balance between the harm to the movant and the harm that the injunction's issuance would inflict on other interested parties, and (4) the public interest.⁵

1. Likelihood of Success on the Merits

As demonstrated above, and as supported in the Affidavit of WHI Lindsey Corona, the Secretary is likely to succeed in establishing that Defendant is failing to house workers in proper housing. The housing Defendant provides violates numerous regulations (*see* 29 C.F.R. § 1910.142) and poses significant safety and health risks to workers. The Secretary is also likely to succeed on the field sanitation claims. Again, Defendant has committed, and continues to commit, multiple violations of 29 C.F.R. § 1928.110 that endanger both the H-2A workers and the public at large.

The Secretary is also likely to succeed on his claim Defendant is failing to properly pay its workers and keep payroll records. Indeed, numerous of Defendant's H-2A workers stated they had only been paid once, and for only three days of work. These requirements are straightforward under 20 C.F.R. § 655.122(j). There is no doubt Defendant is in violation.

⁵ Because the statute specifically authorizes injunctive relief standard requirements for equitable relief may not be applicable. *Burlington Northern R. Co. v. Bair*, 957 F.2d 599, 601-602 (8th Cir. 1992) (“well-established rule” where Congress provides for injunctive relief, plaintiff need not show irreparable harm). *See also, Atchison, T. and S. F. Ry. Co. v. Lennen*, 640 F.2d 255, 259 (10th Cir. 1981); *but see, Sharp v. Parents in Community Action, Inc.*, 172 F.3d 1034, 1038 (8th Cir. 1999). Because the Secretary can make the standard showing, the Court need not address this.

2. Irreparable Harm

The requirement in the H-2A regulations that all housing provided for the guest workers comply with OSHA regulations is designed to ensure the safety and health of these workers. The injunctive relief sought by the Secretary with regard to the housing is necessary to prevent likely irreparable harm in the form of exposure to the unhealthful, unsafe and indeed life-threatening conditions that exist for the workers who are being housed in motel rooms, houses, and jails. Moreover, the field sanitation violations pose risks to both the workers and the general public. It is well established that demonstrated risks to health and safety suffice to establish irreparable harm. *See, e.g., Heather K. by Anita K. v. City of Mallard, Iowa*, 887 F. Supp. 1249, 1266 (N.D. Iowa 1995) (“as to ‘irreparable harm,’ continued open burning poses a very real health threat, possibly even a mortal threat, to Heather K., for which she has no adequate remedy at law.”); *Texas Indep. Union of Caroapolis Terminal v. Texaco, Inc.*, 452 F. Supp. 1097, 1107 (D.C. Pa. 1978) (“no adequate remedy at law” for threats to health and safety of employees) (*citing United Steelworkers v. Blah-Knox Foundry and Mill Mach., Inc.*, 319 F. Supp. 636, 641 (W.D. Pa. 1970)).

In this case, the workers are compelled to endure the improper housing and field conditions during the remainder of their stay in the United States. Under the terms of their Visas, they do not have the option of finding alternative employment. It is up to the DOL to protect them, and only injunctive relief provides that protection. Thus, this Court should order Defendant to comply with the requirements of the INA and the regulations.

The Secretary and the workers are also likely to suffer irreparable harm if Defendant fails to pay the minimum wage promised of \$13.42 and maintain accurate time and payroll records. Absent Defendant being required to comply with the specific promises regarding pay and hours

(payment of the AEWR), the harm to domestic workers is irreparable, as obviously domestic workers cannot in the future complain about the lost opportunity to have these jobs and perform this work. In short, payment to these H-2A workers later of the full wages promised and due does not redress the harm to the domestic workers posed by the employment of workers under substandard conditions in these jobs. The Secretary's interests in enforcing compliance with the regulations both on behalf of domestic workers and on behalf of the H-2A workers will be irreparably harmed in the absence of an order from this Court requiring the employer to do the recordkeeping it is already obligated to do to pay the workers the proper rate. *Cf. Elliot v. Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1160, 1181 (C.D. Ca. 2008) (recognizing that an employer's violation of recordkeeping requirements results in numerous harms including "employee confusion over whether they received all wages owed them, difficulty and expense involved in reconstructing pay records, and forcing employee to make mathematical computations to analyze whether the wages paid in fact compensated them for all hours worked"). Moreover, 27 of these workers will be returning to their home country on August 17 and the other 80 will be returning on October 21.

3. Balancing of Equities and Public Interest

The balance of equities tilts sharply in the Secretary's favor, and entering a temporary restraining order is decidedly in the public interest. *See Kroupa v. Nielson*, 731 F.3d 813, 822 (8th Cir. 2013)(balancing of equities and public interest often considered together). In considering the balance of equities in a case involving the Secretary, "the right of the United States or any agency thereof to obtain an injunction provided for by statute stands upon a different footing than a private party's right thereto." *U.S. v. Neset*, 10 F. Supp.2d 1113, 1115 (U.S. N.D. 1998). *See also, Perez v. Jie*, 2014 WL 1320130, at *2 (W.D. Wash Mar. 31, 2014)(" in cases involving

the Secretary of Labor, the Court ‘must give substantial weight to the fact that the Secretary seeks to vindicate a public, and not a private right.’”) (*quoting Marshall v. Chala Enters., Inc.*, 645 F.2d 799, 802 (9th Cir. 1981)). Defendant does not have any legitimate interest in housing the workers in dangerous conditions that violate governing federal and state standards, or in paying the workers on anything other than the hourly basis to which they agreed or in continuing in their failure to keep the required payroll records that would allow them to do so.

An order requiring the employer to permit the DOL to notify the workers of their rights under the law is necessary to ensure that Defendant abides by their obligations after the investigators leave the farms. *See Kasten v. Saint Gobain Performance Plastics Corp.*, 531 U.S. 1, 12013 (2011) (expressing concern that “fear of economic retaliation” may induce workers “quietly to accept substandard conditions”). Conversely, the Secretary only seeks to require the Defendant be ordered to comply with the obligations it has agreed to undertake as an H-2A employer, which it has, to date, been flouting. The balance of equities thus clearly weighs in the Secretary’s favor. Finally, the injunctive relief serves the public interest at both the State and federal level in ensuring housing for all meets applicable standards designed to protect the safety and health of those residing in the State, and in ensuring temporary workers are treated fairly and as promised, thus protecting the wages and working conditions of the temporary workers and U.S. workers alike.

IV. **CONCLUSION AND PRAYER FOR RELIEF**

Defendant’s housing, field sanitation, and pay and record keeping violations are egregious. The health, safety and welfare of the temporary workers here is at serious risk, and intervention from this Court in the form of a temporary restraining order and preliminary injunction is specifically authorized in the INA and is appropriate and required.

Respectfully submitted,

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H. ALICE JACKS
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EXHIBIT 1



**U.S. Department Labor
Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: March 31, 2019

**Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal))</p> <p>Marin J. Corp. 2148 N. Torrington Rd. Avon Park, FL 33825</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador 26-3477844</p> <p>b) Telephone Number / Número de Teléfono (229) 456-1897</p> <p>c) Fax Number / Número de Fax N/A</p> <p>d) E-mail Address / Dirección de Correo Electrónico: marincorp2015@outlook.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>								
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>Marin J. Corp. will be working in Dunklin County in the state of Missouri. The harvesting itinerary with address to work-site can be found in Attachment #2.</p> <p>Marin J. Corp. trabajara en el condado de Dunklin en el estado de Missouri. El itinerario de cosecha con los domicilios de trabajo están adjuntos en accesoio #2</p>	<p>4. SOC (O'NET/OES) Occupational Code / Código Industrial 45-2092</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworker laborer Crop</p> <p>5. Job Order No. / Num. de Orden de Empleo 12484859</p> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono) Kennett Sub Ctr 1100 S. By-Pass 63857</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa) 573-888-4518</p>								
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda</p> <p>1. 200 Slicer St., Kennett, MO 63857</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo 7-21-18</p> <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo. From / Desde: 06/25/2018 To / Hasta: 08/17/2018</p>								
<p>a) Description of Housing / Descripción de la vivienda</p> <p>1. Concrete building equipped with bedrooms, bathrooms, and kitchen facility 1. Edificio de concreto equipado con cuartos, baños y cocina</p> <p>*See Attachment #3 for Continuation and Spanish Translation *Vea Accesoio #3 para Continuación y Traducción en Español</p>	<p>10. Number of Workers Requested / Número de Trabajadores Solicitados 27 WORKERS/27 TRABAJADORES</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total 36 HOURS/36 HORAS</p> <table border="0"> <tr> <td>Sunday / Domingo <u>0</u></td> <td>Thursday / Jueves <u>6</u></td> </tr> <tr> <td>Monday / Lunes <u>6</u></td> <td>Friday / Viernes <u>6</u></td> </tr> <tr> <td>Tuesday / Martes <u>6</u></td> <td>Saturday / Sábado <u>6</u></td> </tr> <tr> <td>Wednesday / Miércoles <u>6</u></td> <td></td> </tr> </table> <p>12. Anticipated range of hours for different seasonal activities / Rango previsto de horas par alas diferentes actividades de la temporada 7 00 A.M. - 1 00 P.M.</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de Employer / Empleador Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>RECEIVED MAR 29 2018</p>	Sunday / Domingo <u>0</u>	Thursday / Jueves <u>6</u>	Monday / Lunes <u>6</u>	Friday / Viernes <u>6</u>	Tuesday / Martes <u>6</u>	Saturday / Sábado <u>6</u>	Wednesday / Miércoles <u>6</u>	
Sunday / Domingo <u>0</u>	Thursday / Jueves <u>6</u>								
Monday / Lunes <u>6</u>	Friday / Viernes <u>6</u>								
Tuesday / Martes <u>6</u>	Saturday / Sábado <u>6</u>								
Wednesday / Miércoles <u>6</u>									

Missouri FLC Unit

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

The employer will provide free and convenient cooking and kitchen facilities to workers, living in employer provided housing, which will enable workers to prepare their own meals. Employer will provide transportation (at no cost to employees) to grocery and/or department store, once per week, for workers to obtain food and other necessities.

El patron le proporcionará instalaciones gratis y convenientes para que el trabajador pueda cocinar y preparar sus comidas, en las viviendas proporcionadas por el patron. El patron proporcionara el transporte (sin ningun costo a el empleado) a la tienda de comida y/o de departamento, una vez por semana, para que el trabajador compre su comida y otras necesidades.

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15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

All referrals are to be made to Jorge Marin by calling (229) 456-1897. Collect calls will not be accepted. All referrals are encouraged to contact their nearest career center prior to contacting the employer. The employer will contact all applicants, who have submitted an application, by phone, to conduct an interview. Prior to referral, each applicant should read, or have read to them a copy of the job order. All applicants should have a clear understanding of the terms and conditions of employment as noted in the job order. All applicants, if hired, are expected to work for the total period of employment as stated in the job order. All applicants, if hired, should be available for work as described in the "Job Activities" section in the job order. All applicants referred to the employer, if hired, will provide the following: original identification and employment eligibility documents.

Employer will be available Monday to Thursday from 10:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 2:00 P.M., to conduct interviews of referred workers, at no cost to the worker.

*See Attachment #15

16. Job description and requirements / Descripción y requisitos del trabajo:

*See Attachment #16

*Vea Accesorio #16

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred / Si es así, número de meses de experiencia: 1 month verifiable experience in fruit or vegetable commercial harvesting

2. Check all requirements that apply:

- | | |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input checked="" type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>0-75</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

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17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Si	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
WATERMELON	\$ 13.42	\$ N/A	n/a	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Field Cutters	\$ n/a	\$20.00 per bus, paid to group	n/a	Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Field Loaders	\$ n/a	\$ 80 per bus, paid to group	n/a	State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
Drivers	\$ n/a	\$ 7.00 per round trip from field to packing shed	n/a	Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Packing Shed Unloaders	\$ n/a	\$ 20 per bus, paid to group	n/a	Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
Packing Shed Line Worker	\$ n/a	\$60 per bus, paid to group	n/a				<input type="checkbox"/>
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

*See Attachment #18

19. Transportation Arrangements / Arreglos de Transportación

All employer provided worker transportation meets the requirements of applicable Federal, State, and Local Laws and Regulations. All workers will be picked up every morning at the living facilities mentioned on Item #3 of ETA form 790.

*See Attachment #19

Todo el transporte que el patron proporcione para el trabajador, cumple con los requisitos de las regulaciones y leyes aplicables, federales, estatales, y locales. Recogerán a todos los trabajadores cada mañana en las viviendas mencionadas en el artículo #3 de la forma ETA 790.

*Vea Accesorio #19

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Missouri FLC Unit

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☒ No ☐
*THIS ONLY APPLIES TO DOMESTIC WORKERS

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador? Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si ☒ No ☐

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio indique "Ninguno".)

NONE/NINGUNO

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

NONE/NINGUNO


26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

27. Employer's Certification. This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece y contiene todos los términos y condiciones materiales ofrecidos.

Jorge Marín/President

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador


Employer's Signature / Firma y Título del Empleador

02/29/2018
Date / Fecha

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractual a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

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28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo, incluya el número de la sección e incluya archivos adjuntos, si es necesario.

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Missouri FIC Unit

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

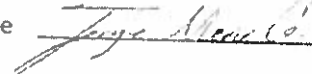
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Jorge Marin Date: 03-29-2018

Employer's Signature 

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

Marin J. Corp.
Season 2018
Watermelon Harvesting Itinerary

Block Name	Crop	Address/Directions	County	Beginning Picking Date	Ending Picking Date
#1 Donny Shop Field	Watermelon	18942-19220 County Rd. 522 Kennett, MO 63857	Dunklin	6/25/2018	8/17/2018
#2 Crow 40 Field	Watermelon	15000-15714 County Rd. 500 Kennett, MO 63857	Dunklin	6/25/2018	8/17/2018
Field #3	Watermelon	13267 State Highway A Kennett, MO 63857	Dunklin	6/25/2018	8/17/2018
Field #4	Watermelon	Honersville, MO 63855	Dunklin	6/25/2018	8/17/2018
Field #5	Watermelon	Honersville, MO 63855	Dunklin	6/25/2018	8/17/2018
Field #6	Watermelon	Senath, MO 63876	Dunklin	6/25/2018	8/17/2018
Field #7	Watermelon	Senath, MO 63876	Dunklin	6/25/2018	8/17/2018

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E:\Marin J. Corp.-(NFL) Watermelon Harvesting Itinerary 03132018

3/29/2018

Kennett Fire Department to 200 Slicer St, Kennett, MO 63857 - Google Maps

Google Maps

Kennett Fire Department to 200 Slicer St, Kennett, MO 63857

Drive 0.4 mile, 1 min

Driving Directions from Kennett Fire Department to 200 Slicer St, Kennett, MO 63857

ETA Form 790 Attachment, Page 1, Item #3

Kennett Fire Department

200 Slicer Street

Google

Map data ©2018 Google

200 ft

Kennett Fire Department

↑ 1. Head east on St Francis St toward Harvey St

↑ 2. Continue onto 1st St

↘ 3. Turn right onto Slicer St

0.2 mi

0.1 mi

300 ft

200 Slicer St

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

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Attachments to ETA 790

Attachment #3

The employer will provide free housing to those workers who are not able to return to their residence within the same day which meets applicable local, state, and federal housing standards. However, the employer will require workers to reimburse the employer for damage caused to the housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. Workers will be responsible for maintaining housing in a neat, clean manner, as well as follow the housing rules which are attached. Female workers will be provided separate bathroom facilities.

El patrón proporcionará vivienda gratuita a los trabajadores que no puedan volver a su residencia dentro de el mismo día que que cumpla con los estándares locales, estatales, y federales de viviendas. Sin embargo, el patrón requerirá a los trabajadores reembolsar al patrón por daños causados a la vivienda hechos por los trabajadores que se encuentren responsable por haber hecho los daños que no sean el resultado del desgaste normal y de rasgones relacionados con la habitación. Los trabajadores serán responsables de mantener la vivienda de una manera aseada, limpia, y seguir las reglas de la vivienda que se encuentran atadas a esta forma. A las trabajadoras de sexo femenino, se les proporcionará un baño separado.

Family Housing: (Check the appropriate box)

☒ Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.

☐ Free family housing is available.

☐ Family housing is available. The provision of family housing is not a prevailing practice in the area of intended employment. Families will be charged _____ per week for utilities.

Vivienda familiar: (Compruebe la caja apropiada)

☒ Las viviendas de familia no están disponible y la disposición de las viviendas de familia no son una práctica que prevalece en esta área de empleo previsto.

☐ Las viviendas de familia gratuitas si están disponible.

☐ Las viviendas de Familia si están disponible. La disposición de las viviendas de familia no son una práctica que prevalece en esta área de empleo previsto. Las familias serán cobradas _____ por semana para cubrir el costo de las utilidades.

Attachment #11

A copy of the work contract or a copy of the ETA 790 in lieu of a work contract and any modifications will be provided to the worker on the day the worker commences employment or as soon as practically possible.

Una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo y cualquier modificación será proporcionada al trabajador en el día que el trabajador comienza el empleo o lo mas pronto como prácticamente sea posible.

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MAY 29 2018

MASSCUTTS DEPT. OF LABOR

Attachment #11 (continued)

Employer will offer work on Sunday, but employee is not required to work on Sunday.

El patrón ofrecerá el trabajo el domingo, pero no requieren al empleado trabajar el domingo.

The employer will keep accurate and adequate records of each worker. The worker, worker's representative, and the any authorized representative of the secretary of Labor will be given access to the records of the worker's earnings.

El patrón guardará expedientes exactos y adecuados de cada trabajador. Se le dará a el trabajador, el representante del trabajador, y cualquier representante autorizado de la secretaria del trabajo el acceso a los expedientes de las ganancias del trabajador.

The employer will provide each worker an Hours and Earnings Statement that meets the requirements of the Federal and Missouri State Requirements. In accordance with Departmental regulations 20 CFR sec. 655.122(k) the employer will furnish the worker on or before each payday in one or more written statements the following information:

1. The worker's total earning for the pay period.
2. The worker's hourly rate and/or piece rate pay.
3. The hours of employment offered to the worker (showing offers in accordance with the Three-fourths Guarantee as determined in paragraph (i) of this section, separate from any hours offered over and above the guarantee.)
4. The hours actually worked by the worker.
5. An itemization of all deductions made from the worker's wages.
6. If piece rates are used, the units produced daily.
7. Beginning and ending date of the pay period.
8. The employer's name, address, and FEIN.

El patrón proporcionará a cada trabajador Una Declaración de Las Ganancias y Las Horas Trabajadas que cumpla con los requisitos Federales y del estado de Missouri. De acuerdo con las regulaciones Departamentales 20CFR sec. 655.122(k) el patrón le dará a cada trabajador en el día de pago o antes en una o mas formas por escrito la información siguiente:

1. Las ganancias total para el periodo de pago del trabajador.
2. El pago de redito por hora y/o redito de pago por pieza del trabajador.
3. Las horas ofrecidas al trabajador (que enseñen las ofertas de acuerdo con la garantía de 3/4 del contrato, como es determinado en parrafo (i) en esta seccion, aparte de cualquier horas ofrecidas que sean mas o menos de esta garantía.)
4. Las horas actuales que sean trabajadas por el trabajador.
5. Una lista detallada de todas las deducciones hechas del pago del trabajador.
6. Si redito por pieza es usado, las unidades producidas por día.
7. La fecha que comienza y termina el periodo de pago.
8. El nombre del empleado, domicilio, y FEIN.

Attachment #15

Todas las remisiones deben ser hechas a Jorge Marín, llamando al (229) 456-1897. Llamadas por cobrar no serán aceptadas. Todos los remitantes deben contactar

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MAY 29 2018

Missouri FLO Unit

Attachment #15 (continued)

a su centro de carreras más cercano antes de entrar en contacto con el patrón. El patrón entrará en contacto con todos los aspirantes que han presentado una solicitud, por teléfono, para conducir una entrevista. El patrón estará disponible Lunes a Jueves de las 10:00 P.M. al las 12:00 p.m. y de 1:00 P.M a 2:00 P.M. para las entrevistas de los trabajadores referidos, sin ningún costo al trabajador.

Antes de la remisión cada aspirante debe leer o que se le haiga leído una copia de la orden de trabajo. Todos los aspirantes deben tener un entendimiento claro sobre las condiciones del empleo según lo observado en la orden de trabajo. Se espera que todos los aspirantes trabajen para el periodo total de empleo según lo indicado en la orden de trabajo. Todos los aspirantes deben estar disponibles y estar a la discreción del patrón para el trabajo según lo descrito en la sección de las Actividades del Trabajo en la orden de trabajo. Todos los aspirantes referidos al patrón, si son empleados, proporcionar lo siguiente: identificación original y documentos de elegibilidad para el trabajo.

Attachment #16

The worker will perform job duties as assigned by supervisor. They will vary from time to time depending on crop ripening and weather. The watermelon harvesting is temporary and will last from May to June.

Watermelon Hand Harvesting-In order to perform this kind of work, the worker must be able to walk down the field row and use a knife to hand cut ripe watermelons off the vine for harvesting. The watermelons are then loaded in a bus by forming part of an assembly line, in which the first worker bends down picks up the watermelon and it is passed on to consecutive workers by passing, catching, lifting, until it reaches the worker on the bus, who then sets it down and stacks them until the bus is considered full.

Watermelon Packing- The watermelon is transported by bus to the packing shed. Upon its arrival, it is unloaded by a group of workers and placed on a conveyer belt. The group of workers on the conveyer belt are responsible for sorting, labeling, and packing the watermelon in cardboard containers. While the workers are waiting on the next load of watermelons to arrive, they will be responsible for assembling card board containers.

The worker must be able to work outside for 6 hours a day in all kinds of weather including, but not limited to extreme cold and hot conditions, direct sunlight, and rain. Workers must have the required physical strength and endurance to repeat the process rapidly and skillfully involved in this type of work. Workers will perform prolonged walking, bending, stooping, reaching, pushing, pulling, lifting, and carrying 0-75 lbs. Due to the nature of this type of work, there will be a Probationary Period of six (6) days beginning on the first day of employment for the employee to acclimate to the job specifications listed under the Job Descriptions and Requirements. The worker will be given specific instructions as to how to properly perform the work specified in the Job Description and Requirements Section on the first day of work. Workers who do not perform the work as specified, may be terminated.

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Missouri F.L.C. Unit

Attachments to ETA 790

Attachment #16 (continued)

The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.

El trabajador realizará deberes asignados según las instrucciones dadas por su supervisor. Los deberes varían de tiempo a tiempo conforme está el clima y la madurez de la cosecha. La cosecha de sandía es temporal y dura de Abril a Mayo.

Cosecha a mano de Sandía - Para realizar esta clase de trabajo, el trabajador debe caminar por los surcos del fil y usando una navaja, cortar la sandía madura de la viña para cosecharla. Después, los trabajadores forman parte de un línea de ensambla. El primer trabajador recoge la sandía del suelo y la va pasando, agarrando, y levantando hasta llegar al autobús. Se la entregan al trabajador que está adentro del autobús y este va apilando las sandías hasta que el camión es considerado lleno.

Emballar Sandía - La sandía es transportada en autobuses a la bodega para ser emballada. A su llegada, es descargado por un grupo de trabajadores y colocado en una cinta transportadora. El grupo de trabajadores en la cinta transportadora es responsable de clasificar, etiquetar y embalar la sandía en las cajas de cartón. Mientras esperan el siguiente viaje de sandía, el grupo de trabajadores será responsable de armar las cajas de cartón.

El trabajador debe poder trabajar afuera por 6 horas al día en todo tipo de clima incluyendo, pero no limitado a condiciones extremas de frío y calor, luz solar directa, y lluvia. Los trabajadores deben tener la fuerza física requerida y la resistencia para repetir el proceso, rápidamente y hábilmente, involucrados con este tipo de trabajo. Los trabajadores realizarán caminatas prolongadas, estarán doblados, agachados, alcanzarán, empujarán, tirarán, llevarán, y levantarán peso de 0-75 libras. Debido a la naturaleza de este tipo de trabajo, habrá un periodo de prueba de cinco seis (6) días, comenzando con el primer día de empleo, para que el empleado se adapte a las especificaciones de trabajo enumeradas bajo las Descripciones y Requisitos del Trabajo. En el primer día de trabajo, se le dará al trabajador instrucciones específicas cómo realizar correctamente el trabajo especificado en la Sección de Descripción y Requisitos del Trabajo. Los trabajadores que realizan el trabajo como se especifica en esta petición pueden ser terminados.

El patrón proporcionará las herramientas necesarias para realizar los deberes escritos del trabajo. El patrón le cobrará una cuota razonable al trabajador por los costos relacionados con la denegación o la falta negligente del trabajador de volver las herramientas o debido al daño voluntarioso o a la destrucción de tal herramientas por el trabajador.

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MISSOURI FLC Unit

Attachment # 18

a. To comply with its obligation under § 655.122(1), an employer must offer, advertise in its recruitment, and pay a wage that is the highest of the AEW, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the federal or state minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.

a. Para conformarse con la obligación bajo § 655.122 (1), un patrón debe ofrecer, hacer publicidad en el reclutamiento, y pagar un salario que sea el más alto del AEW, el salario de cada hora o la tarifa de pedazo que prevalece, el salario acordado en la negociación colectiva, o el federal o el salario mínimo estatal, excepto donde está aprobado un procedimiento especial para una ocupación o una clase específica de empleo agrícola.

b. If the prevailing hourly wage rate or piece rate is adjusted during a work contract, and is higher than the highest of the AEW, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed; the employer must pay that higher prevailing wage or piece rate upon notice to the employer by the department.

b. Si la tarifa de salario de cada hora que prevalece o la tarifa de pedazo se ajusta durante un contrato de trabajo, y es más alto de el más alto del AEW, el salario que prevalece, el salario acordado de la negociación colectiva, o el salario mínimo Federal o Estatal, en efecto cuando se realiza el trabajo, el patrón deben pagar el salario que prevalece o la tarifa de pedazo más alta sobre aviso al patrón por el departamento.

c. The OFLC Administrator will publish, at least once in each calendar year, on a date to be determined by the OFLC Administrator, the AEWs for each State as a notice in the Federal Register.

c. El administrador de OFLC publicará, por lo menos una vez en cada año civil, una fecha que se determinará por el administrador de OFLC, los AEWs para cada estado como aviso en el registro federal.

d. Most of the jobs associated with this employment are paid by the piece rate, however \$13.42 per hour (or a higher or lower AEW in effect at the time the work is performed) or a higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the worker's total pay for the pay period from piece rate earnings and hourly wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate.

d. La mayor parte de los trabajos asociados con este empleo son pagados por el índice de pedazo, sin embargo \$13.42 por hora (o un AEW más alto o más bajo en efecto en el momento en que se realiza el trabajo) o una tarifa de salario que

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MINISTRE DE EMPLEO

Attachment # 18 (continued)

prevalece más alta, si fuera aplicable, se garantiza como mínimo por todas las horas trabajadas durante un período de paga. Si la paga total del trabajador para el período de paga de ganancias de la tarifa de pedazo y de salarios por hora dividió por sus horas totales trabajadas durante ese período de paga resulta en un promedio de ganancia por hora menos que el precio por hora garantizado, el trabajador será proveído pago de acumulación por la tarifa mínima garantizada.

e. The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages, and charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the worker in writing. State income tax will be deducted.

e. El patrón hará las deducciones siguientes: Los impuestos de FICA, el impuesto sobre la cantida de paga, los anticipos, el pago excesivo de salarios, y las cargas para cualquier pérdida al patrón debido a los trabajadores dañando o pérdida de artículos del equipo o de la vivienda donde se demuestra que el trabajador es responsable, y cualquiera otras deducciones sean autorizadas por el trabajador por escrito. Se deducirá impuesto sobre la cantida de paga estatal.

f. Employer will not pay the worker a bonus based on quality picking or at the end of season.

f. El patrón no pagará al trabajador una prima basada en la cosecha de la calidad o en finales de la cosecha.

g. $\frac{3}{4}$ of Work Guarantee: The employer will guarantee the worker employment for at least three-fourths of the workdays of the total period during which the work contract and all extensions thereof are in effect, beginning with the first workday after the arrival of the worker at the place of employment and ending on the expiration date specified in the work contract or in its extension, if any. If the employer affords the worker during the total work contract period less employment than the required under this work guarantee, the employer shall pay such worker the amount which the worker should have earned had the worker in fact worked for the guaranteed number of days. For purposes of this guarantee, a workday shall mean the number of hours in a work on a single workday, including the worker's Sabbath and federal holiday. For purposes of meeting the guarantee, however, the worker shall not be required to work for more than the number of hour specified in this job order for a workday, or on the worker's Sabbath or federal holiday. In determining whether the guarantee of employment has been met, any hours which the worker fails to work during a workday when the worker is afforded the opportunity to do so by the employer and hours of work performed, shall be counted in calculating the employment guarantee. The employment guarantee may be abated by the employer before the expiration date specified in the work contract for reasons beyond the employees control due to an act of God employment before the end of the contract period or in the event the worker is terminated for lawful job-related reason. The employer

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Attachments to ETA 790

Attachment # 18 (continued)

will not be liable for payment of the work guarantee with respect to an H-2A worker whom the Regional Administrator certifies is displaced because of the employer's compliance with the 50 percent rule.

g. *g. de la Garantía del Trabajo: El patrón garantizará el empleo por lo menos tres cuartos de los días laborables que se le ofrecen al trabajador durante el periodo total durante el cual el contrato de trabajo y todas las extensiones de eso están en efecto, comenzando con el primer día laborable después de la llegada del trabajador en el lugar del empleo y terminando en la fecha de vencimiento especificada en el contrato de trabajo o en su extensión, si la hay. Si el patrón produce al trabajador durante el plazo de ejecución total de trabajo menos empleo que requerido bajo esta garantía del trabajo, el patrón pagará a tal trabajador la cantidad que el trabajador hubiera ganado si el trabajador hubiera trabajado el número de días garantizados en el contrato. Con objeto de esta garantía, un día laborable significará el número de horas en un trabajo sobre un solo día laborable, incluyendo el día religioso del trabajador y el día de fiesta federal. Con objeto de resolver la garantía, el trabajador no será requerido a trabajar más horas que el número de horas por día laboral especificadas en esta orden de trabajo, o en el día religioso, o el día de fiesta federal del trabajador. En la determinación de si, la garantía del empleo será resuelta, cuando el trabajador no quiera trabajar durante un día laborable donde el patrón le haigo ofrecido trabajo y el trabajador no haigo querido trabajar estas horas laborables de trabajo serán contadas en el cálculo de la garantía del empleo. La garantía del empleo se puede disminuir o ser cancelada por el patrón antes de la fecha de vencimiento especificada en el contrato de trabajo por razones más allá del control del el patron o por fuerzas mayores. El patrón no será obligado para el pago de la garantía del trabajo con respecto a un trabajador de H-2A que el administrador regional certifique se desplace debido a la conformidad del patrón con la regla del 50 por ciento.*

h. Payroll periods will be weekly.

h. Los periodos de nómina de pago serán semanales.

i. The employer will provide workers referred through the interstate clearance system 36 hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the local Job Service Office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system \$483.12, the appropriate wage alternative work if the guarantee cited in this section is invoked.

i. El patrón proveerá a los trabajadores referidos a través del Interstate Clearance System 36 horas de trabajo empesando con la primera semana de la fecha anticipada de la necesidad a menos que el patrón haya emmendado la fecha de la necesidad notificando la oficina local del servicio del trabajo por lo menos 10 días antes de la fecha de la

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Attachment # 18 (continued)

necesidad. Si el patrón no puede notificar la oficina que tiene la orden de trabajo, el patrón pagará a un trabajador elegible referido a través del Interstate Clearance System \$483.12, el trabajo alternativo del salario apropiado si la garantía citada en esta sección se invoca.

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After the worker has completed 50% of the work period, the employer will reimburse the worker for the cost of transportation and subsistence expenses of at least \$12.26 per day with no receipts and a maximum of \$51.00 per day with receipts. This covers the cost from the place of recruitment to the place of employment. Upon completion of the work contract the employer will pay reasonable costs of return including transportation and subsistence from place of employment to place of recruitment. The employer will pay \$12.26 per day with no receipts and up to \$51.00 per day with receipts. This is true, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer, who agrees to pay such costs. In this case the employer will only pay for transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

Free transportation will be provided from the employer provided housing to the work site and back, for workers living in that housing and for commuting workers, if they need transportation to the harvesting site.

Después de que el trabajador haya terminado el 50% del período del trabajo, el patrón reembolsará al trabajador para el coste de transporte y de gastos de estancia de por lo menos \$12.26 por día sin recibos y un máximo de \$51.00 por día con los recibos. Esto cubre el coste del lugar del reclutamiento al lugar del empleo. Sobre la terminación del contrato de trabajo el patrón pagará costes razonables de vuelta incluyendo el transporte y de subsistencia del lugar del empleo al lugar del reclutamiento. El patrón pagará \$12.26 por día sin recibos y hasta \$51.00 por día con los recibos. Esto es verdad, a menos que cuando el trabajador no vuelva al lugar del reclutamiento, debido al empleo subsecuente con otro patrón, que acuerda pagar tales costos. En este caso el patrón pagará solamente el transporte y la subsistencia al trabajo siguiente. La cantidad del pago del transporte será igual a las cargas de transporte similares más económicas y más razonables del portador común para la distancia implicada. Este arreglo se aplica solamente a los trabajadores para quienes obligan al patrón legalmente a suministrar vivienda. Transporte gratis será proporcionado de la vivienda proporcionada por el patrón al sitio de trabajo, para los trabajadores que viven en las viviendas proveídas por el patrón y para los trabajadores que viajan, si necesitan el transporte al sitio de cosecha.

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Attachments to ETA 700

Additional Assurance Addendum

Reporting Abandonment of Employment or Termination for Cause

The employer will report workers who, (a) voluntarily abandon employment before the end of the contract period, or (b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the consent of the employer. The employer will not be responsible for providing or paying for reported workers (a) subsequent transportation and subsistence expenses, and (b) the worker will not be entitled to the $\frac{3}{4}$ guarantee."

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable cost of return transportation and subsistence to the place of recruitment.

Adenda de Garantía Adicional

Reportando el Abandono de Empleo o Rescisión Por Causa

El patrón divulgará los trabajadores que, (a) voluntariamente abandone el empleo antes del final del plazo de ejecución, o (b) a los trabajadores que se terminan por causa, al Centro de Proceso Nacional de Chicago, y los trabajadores de H-2A al Departamento de Seguridad de Patria, por escrito o por otro método aprobado, no más tarde de (2) días después del abandono o de la terminación. El abandono será juzgado después de que un trabajador no se reporte al trabajo a la hora que este regularmente programada por cinco (5) días laborables consecutivos sin el consentimiento del patrón. El patrón no será responsable de proporcionar o de pagar trabajadores divulgados (a) el transporte y gastos de estancia subsecuentes, y (b) no darán derecho el trabajador a la garantía del $\frac{3}{4}$."

En el acontecimiento de la terminación que resulta de un acto de Dios, el patrón proporcionará o pagará el coste razonable del transporte de regreso y de la subsistencia al lugar de reclutamiento.

Regulation 655.122(0) Contract Impossibility

Contract Impossibility. If before the expiration date specified in the work contract, the services of the worker are no longer required due to an Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must:

- (1) Return the worker, at the employer's expense, to the place from which the

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Attachments to ETA 790

Regulation 655.122(0) Contract Impossibility(continued)

(disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers:

(2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and

(3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved."

Regulación 655.122 (0) Imposibilidades de Contrato

(0) Imposibilidad del contrato. Si antes de la fecha de vencimiento especificada en el contrato de trabajo, los servicios del trabajador lla no se requieren por razones de otras fuerzas mayores que hagan el cumplimiento del contrato imposible, el patrón puede terminar el contrato de trabajo. Si tal acontecimiento constituye una imposibilidad del contrato será determinada por el CO. En caso de tal terminación de un contrato, el patrón debe satisfacer tres cuartos de la garantía por el tiempo que ha transcurrido del comienzo del contrato de trabajo al tiempo de su terminación, según lo descrito en el párrafo (i) (1) de esta sección. El patrón debe hacer esfuerzos para transferir al trabajador al otro empleo comparable aceptable por el trabajador, constante con ley existente de inmigración, como aplicable. Si tal transferencia no es afectada, el patrón debe:

(1) Devolver al trabajador, al costo del patrón, al lugar de el cual el trabajador (sin hacer caso del empleo de intervención) vino a trabajar para el patrón, o transporta al trabajador al patrón certificado siguiente de H-2A del trabajador, el cual el trabajador prefiere;

(2) Reembolsar al trabajador la cantidad completa de cualquier deducción que se haiga hecho de la paga del trabajador de parte del patrón para el transporte y los gastos de estancia al lugar del empleo, y

(3) Pagar al trabajador cualquier gastos que haiga hecho el trabajador para la tramportacion y la subsistencia diaria al lugar del empleo de ese patrón. La subsistencia diaria se debe computar según lo dispuesto en el párrafo (h) de esta sección. La cantidad del pago del transporte no debe ser menos (y no se requiere para ser más) que las cargas de transporte más económicas y más razonables del portador común para las distancias implicadas."

§655.120 Offered Wage Rate:

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Attachments to FTA 790

(a) To comply with its obligation under §655.122(1), an employer must offer, advertise in its recruitment, and pay a wage that is the highest of the AEW, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or a specific class of agricultural employment.

(b) If the prevailing hourly wage rate or piece rate is adjusted during a work contract and is highest of the AEW, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay the higher prevailing wage or piece rate, upon notice to the employer by the Department.

(c) The OFLC Administrator will publish, at least once in each calendar year, on a date to be determined by the OFLC Administrator, the AEWs for each State as a notice in the Federal Register.

Tarifa de salario ofrecida §655.120:

(a) Para conformarse con su obligación debajo de §655.122 (1), un patrón debe ofrecer, publicar en su reclutamiento, y pagar un salario que sea el más alto del AEW, el salario por hora o la tarifa de pedazo que prevalece, el salario convenido en la negociación colectiva, o el Federal o el que indique el salario mínimo, excepto donde está aprobado un procedimiento especial para una ocupación o una clase específica de empleo agrícola.

(b) Si la tarifa de salario de cada hora que prevalece o la tarifa de pedazo se ajusta durante un contrato de trabajo y es la más alta del AEW, el salario que prevalece, el salario acordado de la negociación colectiva, o el Federales o lo que indica el salario mínimo, en efecto cuando se realiza el trabajo, el patrón deben pagar el salario que prevalece o la tarifa de pedazo más alto, sobre aviso al patrón por el Departamento.

(c) El Administrador de OFLC publicará, por lo menos una vez por año civil, una fecha que se determinará por el Administrador de OFLC, el AEWs para cada estado como aviso en el Registro Federal.

Regulation 655.135(d) Fifty Percent Rule

From the time the foreign workers depart for the employer's place of employment, it must provide employment to any qualified, eligible U.S. workers who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the *Application for Temporary Employment Certification*, under which the foreign worker who is in the job was hired.

Regulation 655.122(0) Contract Impossibility(continued)

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Attachments to ETA 790

Regulación 655.135(d) Regla de Cincuenta Por Ciento

Desde el momento que salen los trabajadores extranjeros de el lugar de empleo del empleador, el empleador debe proporcionar empleo a cualquier trabajador Estadounidenses que aplique y que este calificado o elegible hasta que haya transcurrido la mitad del período del contrato de trabajo. El comienzo de tiempo del contrato de trabajo se calcula a partir de la primera fecha de necesidad indicada en la Solicitud de Certificación de Empleo Temporal, bajo el cual fue contratado el trabajador extranjero.

Regulation 20 CFR sec. 655.122(a) U. S. Worker Assurance

Prohibition against preferential treatment of aliens. The employer's job offer must offer to U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers. Job offers may not impose on U.S. workers any restrictions or obligations that will not be imposed on the employer's H-2A workers. This does not relieve the employer from providing to H-2A workers at least the same level of minimum benefits, wages, and working conditions which must be offered to U.S. workers consistent with this section.

Regulación 20 CFR sec. 655.122(a) Aseguramiento de Trabajador Estadounidense

Prohibición de tratamiento preferencial de los extranjeros. Oferta de empleo del empleador debe ofrecer a los trabajadores de Estados Unidos nada menos que los mismos beneficios, salarios y condiciones de trabajo que el empleador ofrece, se propone ofrecer, o proporcionará a los trabajadores H-2A. Ofertas de trabajo no pueden imponer a los trabajadores de los Estados Unidos cualquier restricciones o obligaciones que no se impondrá a los trabajadores H-2A del empleador. Esto no releva al empleador de proporcionar a los trabajadores H-2A por lo menos el mismo nivel de prestaciones mínimas, los salarios y las condiciones de trabajo que deben ser ofrecidas a los trabajadores estadounidenses consistentes con esta sección.

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MISSOURI FLO U. P.

JONES & JONES ENTERPRISES, INC.
614 E. HWY 50 #342, CLERMONT, FL 34711
352-429-4813

DATE: 03/27/2018


I, TIFFANY JONES, PRESIDENT OF JONES & JONES ENTERPRISES, INC. LOCATED IN CLERMONT, FL INTEND TO CONTRACT MARIN J. CORP., TO HARVEST WATERMELONS AND CROPS OWNED OR CONTROLLED BY TIFFANY JONES PRESIDENT OF JONES & JONES ENTERPRISES, INC. FOR THE AFOREMENTIONED COMPANY.

FROM JUNE 25, 2018 TO AUGUST 17, 2018 MARIN J. CORP., WILL BE HARVESTING WATERMELONS IN DUNKLIN COUNTY MO.

IT IS MY UNDERSTANDING THAT THE HARVESTING CREW CONSISTS OF 27 WORKERS

MARIN J. CORP., AGREES TO ALL THE REQUIREMENTS OF HARVESTING EACH DAY AS REQUESTED BY TIFFANY JONES PRESIDENT OF JONES & JONES ENTERPRISES, INC. AND AGREES TO ABIDE BY THE FEDERAL AND STATE REGULATIONS IN ALL ASPECTS OF THE HARVESTING OPERATION. THE HARVESTING WEEK IS FROM MONDAY TO SUNDAY. PAYMENT IS ISSUED ON FRIDAY.

JONES & JONES ENTERPRISES, INC.

 PRESIDENT
NAME & TITLE

MARIN J. CORP

 President
NAME & TITLE

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Migrant Housing Rules

1. The home should be used only for living purposes not for business.
2. Residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home.
3. Only employees of Marin J. Corp. will be allowed to live in the employer provided housing. Overnight guests are not permitted.
4. Keep the residence in good working condition. Worker's will be liable for cost to repair damage purposely caused by them that is not considered normal wear and tear.
5. The home shall be kept clean and free of any garbage inside and outside.
6. Garbage shall be disposed of properly in provided receptacles and shall be taken out to the roadside on trash days.
7. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains -- such as toilets, showers, bathtubs, and sinks.
8. All members will participate in keeping the house clean of common areas such as living room, bathroom, and dining room. Each worker is responsible for keeping their bedroom assigned area clean. Assigned house duties are to be completed on a weekly basis.
9. All appliances and power cords shall be turned off or unplugged when not in use.
10. Do not remove screens from windows and doors.
11. Do not cover or remove fire alarms and fire extinguishers.
12. Privacy, Use and Quiet Enjoyment. Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or neighboring homes, at any time.
13. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and neighboring homes. Reasonable quiet enjoyment of their homes must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance.
14. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the residence. The use of fireworks in the residence is prohibited.
15. No illegal drug use will be permitted on the property.

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Reglas de Vivienda de Migrantes

1. El hogar debe utilizarse solamente para vivienda no para negocios.
2. Los residentes deben seguir las reglas comunitarias, de incendio, salud, seguridad, leyes sanitarias y todas reglas pertinentes del estado, nacional o las normas locales que sean aplicables a la comunidad y a el hogar.
3. Sólo los empleados de Marin J. Corp. pueden vivir en la vivienda proporcionado por el empleador. No se permite que se queden huéspedes durante la noche.
4. La residencia se debe mantener en buenas condiciones de trabajo. El trabajador será responsable por el costo para reparar daños causados intencionalmente por ellos que no se consideran desgaste normal.
5. La casa se mantendrá limpia y libre de cualquier basura dentro y fuera de la vivienda.
6. La basura deberá desecharse de manera correcta en los receptáculos proporcionados y deberá sacar al borde de la carretera en los días de la basura.
7. Los residentes no deben tirar residuos peligrosos o tóxicos, o otras sustancias o residuos nocivos o inadecuados en los sistemas de eliminación o drenaje, tales como el baño, duchas, bañeras y fregaderos.
8. Todos los trabajadores participaran en el mantenimiento de la limpieza de la casa y de zonas comunes como las sala, baño y comedor. Cada trabajador es responsable de mantener su area asignada del dormitorio limpia. La limpieza se debe llevar a cabo semanalmente.
9. Todos los aparatos y cables eléctricos serán apagados o desenchufados cuando no esté en uso.
10. No saque los mosqueteros de las ventanas y puertas.
11. No cubra o quite alarmas contra incendios y extinguidores de fuego.
12. Los residentes y sus invitados no interferirán, en cualquier momento, con la privacidad de los otros residentes, uso y disfruto en silencio de sus hogares o casas de vecinos.
13. Los residentes no tocan cualquier equipo de música, radio o television, o de lo contrario crear ruido, a un nivel que interfiere irrazonablemente con el derecho de otros residentes disfrutar de sus hogares o de casas de vecinos. El ruido razonable de sus casas, debe mantenerse entre las 10.00 P.M. y 7.00 A.M., o durante el periodo de tiempo especificado en cualquier local aplicable por ley o ordenanza.
14. No se permite descargar armas de fuego, pistolas de pintura o pistolas de aire comprimido. Está prohibido el uso de fuegos artificiales en la residencia.
15. El uso de drogas ilegales no se permiten en la propiedad.

RECEIVED

7 23 2018

RECEIVED



Part Labor Contractor Certificate of Registration
No. C-04-20302-A-10-A
Expires 01/31/2019

Name **Jorge J. Marin-Gomez**

I hereby certify that the person named above is registered pursuant to the Federal Agricultural Worker Protection Act and is a duly licensed contractor under the Act. The Act requires police, fire and emergency services.

Transportation ☒ Authorized ☐ Not Authorized
Housing ☒ Authorized ☐ Not Authorized
Food ☒ Authorized ☐ Not Authorized

Address **Adriana V. Lopez**

(Program Manager)
216245

Date: **07/26/18**
Signature: **[Signature]**

I hereby certify that the contractor named above is a duly licensed contractor under the Act. The Act requires police, fire and emergency services. The contractor is authorized to perform the following work:

Make and Model	Serial or Motor No.	No. of Seats or Weight	Authorized Smoking
Ford	B27123	10	Authorized
Ford	F27123	10	Authorized
Ford	G27123	10	Authorized

Comprehensive Insurance Holder (if applicable)

Company

Address

Date

Signature

Second Section: Employee ID No.
Name: **[Name]**
Address: **[Address]**
City: **[City]**
State: **[State]**
Zip: **[Zip]**
Height: **[Height]**
Weight: **[Weight]**

I hereby certify that the person named above is a duly licensed contractor under the Act. The Act requires police, fire and emergency services. The contractor is authorized to perform the following work:

Signature of Holder: **[Signature]** Date: **07-11-18**

Make and Model	Serial or Motor No.	No. of Seats or Weight	Authorized Smoking
Ford	B27123	10	Authorized
Ford	F27123	10	Authorized
Ford	G27123	10	Authorized

I hereby certify that the contractor named above is a duly licensed contractor under the Act. The Act requires police, fire and emergency services. The contractor is authorized to perform the following work:

Signature: **[Signature]** Date: **[Date]**

RECEIVED

NOV 29 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SUNZ Insurance Solutions, LLC c/o Harbor America 21977 E. Wallis Dr. Porter, TX 77365	ID: (Harbor)	CONTACT NAME PHONE FAX E-MAIL ADDRESS	Ashley Warren (281) 577-1060 ASHLEYW@HARBORAMERICA.COM 21977 E. Wallis Dr. Porter, TX 77365	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Harbor America Florida, Inc.; Harbor America West, Inc.; Harbor America Central, Union Strategic Alliance, Inc.; * See Description of Operations 21977 E. Wallis Dr. Porter TX 77365		INSURER A	SUNZ Insurance Company		04761
			INSURER B			
			INSURER C			
			INSURER D			
			INSURER E			
			INSURER F			

COVERAGES

CERTIFICATE NUMBER: 00709761

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY ENDORSEMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDRESS RED. EVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	PRODUCT					LIABILITY (per occurrence)
	COM. AGGREGATE (PER YEAR)					DAMAGE TO RENTED PROPERTY (per occurrence)
	UTILITY					Medical Payments (per person)
	PROF. SERV.					AD & EM (per person)
	COM. AGGREGATE (PER YEAR)					CERCLA & EPCRA (per occurrence)
	UTILITY					Pollution Cleanup Costs (per occurrence)
	PROF. SERV.					Contractual Agreements (per occurrence)
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Client#: 12255

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Bouchard Insurance (KIS) 222 Church Street Kissimmee, FL 34741 407 847-2841	CONTACT NAME PHONE (AC, MO, FAX) 407 847-2841 FAX (AC, MO) 407 846-2841 EMAIL ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A INSURER B INSURER C INSURER D INSURER E INSURER F	CAAC # 24112
INSURED Center State Harvesting & Hauling Inc. 150 Eighty Ft. Road Bartow, FL 33830			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VWR	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY - MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CA04695693	10/01/2017 - 10/01/2018	FIRE OR BURGLARY DAMAGE TO RENTED PREMISES (Aggregate) \$1,000,000 MED EXP (per person) \$10,000 PERSONAL & ADVERTISING \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS, COMPLETED OPERATIONS \$2,000,000
X	COMBINED GENERAL LIABILITY				
	SALES MADE	X			
	NOTE: WORKERS COMPENSATION, EMPLOYERS LIABILITY, AND EMPLOYERS LIABILITY ARE SEPARATE POLICIES.				
A	AUTOMOBILE LIABILITY		CA04695693	10/01/2017 - 10/01/2018	BODILY INJURY (per person) \$1,000,000 BODILY INJURY (per accident) \$1,000,000 PROPERTY DAMAGE (per person) \$1,000,000 PROPERTY DAMAGE (per accident) \$1,000,000
X	OWNERS				
X	OPERATOR				
X	VEHICLE (per person)	X			
X	VEHICLE (per accident)	X			
X	Drive Other Car				
A	UNREPLENISHABLE	X	CA04695693	10/01/2017 - 10/01/2018	LAUNCH DAMAGE \$2,000,000 AGGREGATE \$2,000,000
X	EXPENSABLE				
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				
	ANY EMPLOYER OR OTHER PERSONS				
	OFFICIALS, MEMBERS, EXCLUDED				
	(Mandatory in FL)				
	DESCRIPTION OF OPERATIONS				
A	Motor Truck Cargo		CA04695693	10/01/2017 - 10/01/2018	15,000/30,000 Ded: 1,000

DESCRIPTION OF OPERATION, LOCATION, VEHICLE(S) AND, IF APPLICABLE, Additional Remarks Schedule of coverages, as required.

Ref:

1993 FORD BUS

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Marin J Corp
2148 North Torrington Road
Avon Park, FL 33825

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RECEIVED

ACORD 25 (2010/05)

1 of 2

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#S828705/M743543

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DESCRIPTIONS (Continued from Page 1)

VIN# 1FDXJ75C5PVA28425
FL TAG# N178TU

1989 CHEVEROLET BUS
VIN# 1GBM6P1F0KV103148
FL TAG# 186RVD

1989 CHEVEROLET BUS
VIN# 1GBM6P1F9KV103150
FL TAG # 185RVD

1995 FORD BUS
VIN# 1FDXB80C0SVA06044
FL TAG # 51971Y

1995 FORD BUS
VIN# 1FDXB80CXSCA42081
FL TAG# 2971NE

EXHIBIT 2



**U.S. Department Labor
Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: March 31, 2019

**Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step instructions)
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal))</p> <p>Marin J. Corp. 2148 N. Torrington Rd. Avon Park, FL 33825</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador</p> <p>26-3477844</p> <p>b) Telephone Number / Número de Teléfono</p> <p>(229) 456-1897</p> <p>c) Fax Number / Número de Fax</p> <p>N/A</p> <p>d) E-mail Address / Dirección de Correo Electrónico:</p> <p>marincorp2015@outlook.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>																
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de Trabajo</p> <p>Marin J. Corp. will be working in Dunklin County in the state of Missouri. The harvesting itinerary with address to work site can be found in Attachment #2</p> <p>Marin J. Corp. trabajara en el condado de Dunklin en el estado de Missouri. El itinerario de cosecha con los domicilios de trabajo estan adjuntos en accesoiro #2.</p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial.</p> <p>45-2092</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional</p> <p>Farmworker, Laborer Crop</p> <p>5. Job Order No. / Num. de Orden de Empleo</p> <p>12490128</p> <p>6. Address of Order Holding Office (include Telephone number) Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)</p> <p>Kennett Sob Center</p> <p>1100 S. Bay-Pass 63857</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa)</p> <p>573-888-4518</p>																
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda</p> <p>1. 200 Slicer St., Kennett, MO 63857</p> <p>2. Unit #11 4346 State Hwy. C., Senath, MO 63876</p> <p>3. Unit #16 9348 State Hwy. C., Senath MO 63876</p> <p>a) Description of Housing / Descripción de la vivienda</p> <p>1. Concrete building equipped with bedrooms, bathrooms, and kitchen facility</p> <p>1. Edificio de concreto equipado con cuartos, baños, y cocina</p> <p>2. 4 Bed/2 Bath, Kitchen Wood Frame Home</p> <p>2. 4 Cuartos/2 baños Cocina Casa de Madera</p> <p>3. 4 Bed/2 Bath, Kitchen Concrete Block Home</p> <p>3. 4 Cuartos/2 Baños Cocina Casa de Bloque de Concreto</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo.</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo</p> <p>9-12-18</p> <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo</p> <p>From / Desde 06/25/2018 To / Hasta 10/20/2018</p> <p>10. Number of Workers Requested / Numero de Trabajadores Solicitados</p> <p>80 WORKERS/80 TRABAJADORES</p>																
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Missouri FLC Unit



**U.S. Department Labor
Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: March 31, 2018

**Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>Marin J. Corp. 2148 N. Torrington Rd. Avon Park, FL 33825</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:</p> <p>26-3477844</p> <p>b) Telephone Number / Número de Teléfono:</p> <p>(229) 456-1897</p> <p>c) Fax Number / Número de Fax:</p> <p>N/A</p> <p>d) E-mail Address / Dirección de Correo Electrónico:</p> <p>marincorp2015@outlook.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>								
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>Marin J. Corp. will be working in Dunklin County in the state of Missouri. The harvesting itinerary with address to work-site can be found in Attachment #2.</p> <p>Marin J. Corp. trabajara en el condado de Dunklin en el estado de Missouri. El itinerario de cosecha con los domicilios de trabajo estan adjuntos en accesoiro #2.</p>	<table border="1"> <tr> <td data-bbox="820 430 1161 619"> <p>4. SOC (O*NET/OES) Occupational Code / Código Industrial:</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional</p> </td> <td data-bbox="1161 430 1502 619"> <p>5. Job Order No. / Num. de Orden de Empleo</p> </td> </tr> <tr> <td colspan="2" data-bbox="820 619 1502 892"> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa).</p> </td> </tr> <tr> <td colspan="2" data-bbox="820 892 1502 976"> <p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:</p> </td> </tr> <tr> <td colspan="2" data-bbox="820 976 1502 1081"> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:</p> </td> </tr> </table>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial:</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional</p>	<p>5. Job Order No. / Num. de Orden de Empleo</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa).</p>		<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:</p>		<p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:</p>	
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<p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:</p>									
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>1. 84 West Motel 1433 St. Francis Kennett, MO 63857</p> <p><i>Added Note 1</i></p> <p>a) Description of Housing / Descripción de la vivienda:</p> <p>1. 20 Motels rooms will be used to house 80 workers.</p> <p><small>*See Attachment #3 for Continuation and Spanish Translation *Vea Accesoio #3 para Continuación y Traducción en Español</small></p>	<p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo</p> <p>From / Desde 06/25/2018 To / Hasta 10/20/2018</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados</p> <p>80 WORKERS/80 TRABAJADORES</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 36 HOURS/36 HORAS</p> <table border="0"> <tr> <td>Sunday / Domingo <u>0</u></td> <td>Thursday / Jueves <u>6</u></td> </tr> <tr> <td>Monday / Lunes <u>6</u></td> <td>Friday / Viernes <u>6</u></td> </tr> <tr> <td>Tuesday / Martes <u>6</u></td> <td>Saturday / Sábado <u>6</u></td> </tr> <tr> <td>Wednesday / Miércoles <u>6</u></td> <td></td> </tr> </table> <p>12. Anticipated range of hours for different seasonal activities / Rango previsto de horas par alas diferentes actividades de la temporada</p> <p>7:00 A.M. - 1:00 P.M.</p> <p>13. Collect Calls Accepted from / Aceptan Llamadas por Cobrar de</p> <p>Employer / Empleador Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	Sunday / Domingo <u>0</u>	Thursday / Jueves <u>6</u>	Monday / Lunes <u>6</u>	Friday / Viernes <u>6</u>	Tuesday / Martes <u>6</u>	Saturday / Sábado <u>6</u>	Wednesday / Miércoles <u>6</u>	
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**B4 West Motel
1433 St. Francis
Kennett, MO 63857**

Company Name: Marin - J. Corporation
Owner's Name: Jorge Marin
Group Address 2148 N. Torrington Rd
City, State, Zip: Avon Park, FL 33825
Phone: 863-381-5538

Description of Services Provided

FLC hereby agrees to engage Landlord to provide FLC with Migrant Housing for H2A workers for the time period stated below.

Start Date for the Agreement: 6-25-18 End Date of Agreement: 10-20-18

- Landlord agrees to provide authorized/registered and adequate housing for a minimum of 80 workers.
- Landlord agrees that said housing will meet State & US Department of Labor Rules and Regulations for Migrant Housing.

Compensation

20 rooms will be rented for the amount of \$15 per person per night. The amounts account for housing 80 workers.

- Nightly rate: \$1,200.00 per night
- Weekly rate: \$8,400.00 per week



It is agreed to by both parties that a deposit of _____ will be paid. The deposit will be returned as a credit on the last week's rent.


Farm Labor Contractor's Signature

April - 27 - 18
Date


Landlord's Signature

April - 27 - 18
Date

	
STATE OF MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES Bureau of Environmental Health Services Jefferson City, Missouri	
LICENSE	Establishment # 069 - 01449 Expiration Date September 30, 2018
TO OPERATE AS A:	
COMMERCIAL LODGING ESTABLISHMENT	
<small>This license is issued under authority of Section 315.005 - 315.065 RSMo.</small>	
ISSUED TO:	
84 WEST MOTEL 1433 ST FRANCIS ST KENNETT MO 63857	
Number of licensed guest rooms: 15	Randall W. Williams, MD, FACOG Director

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES BUREAU OF ENVIRONMENTAL HEALTH SERVICES LODGING LICENSING PROGRAM P.O. BOX 570 JEFFERSON CITY MO 65102-0570 (573) 751-6095	
Establishment #: 069 - 01449	
MAILING ADDRESS	
MARIA TOSCANO 1433 ST FRANCIS ST KENNETT MO 63857	

MO 560 0410 15-01

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

The employer will provide three (3) meals per day: breakfast, lunch, and dinner. The employer will charge each workers \$12.26 per day for the three (3) meals.

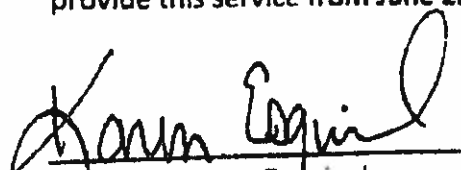
El patron le proporcionará tres (3) comidas por día a cada trabajador: Desayuno, almuerzo, y cena. El empleador le cobrara al trabajador \$12.26 por día por las tres (3) comidas.

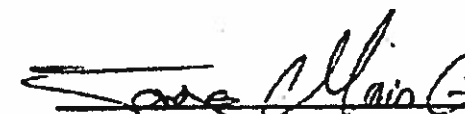
May 14, 2018

To whom it may concern:

This document is an agreement between Marimar, herein after referred to as (Caterer), a duly licensed food prepare and Marlin J. Corp, herein referred to as (Company), a duly licensed FLC. This agreement states that Caterer has the ability and knowledge to prepare various types of foods for a large amount of people. Company states that it needs daily food preparations for approximately 80 people.

Caterer agrees to provide Company 3 meals per day for Company to provide to its 80 H2A workforce workers. Company agrees to compensate Caterer the full amount that it can charge its workers under the USDOL H2A program for daily meals which as of the date of this agreement is \$12.26 Caterer will provide this service from June 25, 2018 to at least October 20, 2018.


Marimar, Karen Esquivel


Marlin J. Corp

State of Missouri
Missouri Retail Sales License

LICENSEE:

MARI MAR
101 W COMMERCIAL
SENATH MO 63876
ESQUIVEL KAREN A

LICENSE ISSUED:

MAY 07, 2015

MISSOURI TAX IDENTIFICATION NUMBER: 22579443

THE ISSUANCE OF THIS LICENSE IS CONTINGENT UPON THE LICENSEE'S COMPLIANCE IN ALL RESPECTS WITH THE REQUIREMENTS OF CHAPTER 144 RSMO, AND THE RULES PROMULGATED THEREUNDER.

THIS LICENSE IS VALID UNTIL CANCELLED AND SURRENDERED BY THE LICENSEE OR REVOKED BY THE DIRECTOR OF REVENUE.

THIS LICENSE MUST BE PROMINENTLY DISPLAYED IN THE PLACE OF BUSINESS.

DIRECTOR OF REVENUE

Nia Ray

**THIS BUSINESS IS REGISTERED INSIDE THE CITY LIMITS OF
SENATH IN THE COUNTY OF DUNKLIN AND YOU ARE
LIABLE TO COLLECT AND REMIT ALL APPLICABLE STATE AND LOCAL SALES
TAXES.**

THIS LICENSE IS NOT ASSIGNABLE OR TRANSFERABLE

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referral Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

All referrals are to be made to Jorge Marin by calling (229) 456-1897. Collect calls will not be accepted. All referrals are encouraged to contact their nearest career center prior to contacting the employer. The employer will contact all applicants, who have submitted an application, by phone, to conduct an interview. Prior to referral, each applicant should read, or have read to them a copy of the job order. All applicants should have a clear understanding of the terms and conditions of employment as noted in the job order. All applicants, if hired, are expected to work for the total period of employment as stated in the job order. All applicants, if hired, should be available for work as described in the "Job Activities" section in the job order. All applicants referred to the employer, if hired, will provide the following: original identification and employment eligibility documents.

Employer will be available Monday to Thursday from 10:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 2:00 P.M., to conduct interviews of referred workers, at no cost to the worker.

*See Attachment #15

16. Job description and requirements / Descripción y requisitos del trabajo

*See Attachment #16

*Vea Accesorio #16

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred. / Si es así, número de meses de experiencia: 1 month verifiable experience in fruit or vegetable commercial harvesting

2. Check all requirements that apply:

- | | |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input checked="" type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>0-75</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

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17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Si	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
WATERMELON	\$13.42	\$ N/A	n/a	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
CANTALOUPE	\$13.42	N/A	n/a	Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Field Cutters	\$ n/a	\$20.00 per bus paid to group	n/a	State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
Field Loaders	\$ n/a	\$ 80 per bus, paid to group	n/a	Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drivers	\$ n/a	\$ 7.00 per round trip from field to packing shed	n/a	Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
Packing Shed Unloaders	\$ n/a	\$ 20 per bus, paid to group	n/a				<input type="checkbox"/>
Packing Shed Line Worker	\$ n/a	\$60 per bus, paid to group	n/a				Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

*See Attachment #18

19. Transportation Arrangements / Arreglos de Transportacion

All employer provided worker transportation meets the requirements of applicable Federal, State, and Local Laws and Regulations. All workers will be picked up every morning at the living facilities mentioned on Item #3 of ETA form 790.

*See Attachment #19

Todo el transporte que el patron proporcione para el trabajador, cumple con los requisitos de las regulaciones y leyes aplicables, federales, estatales y locales. Recogerán a todos los trabajadores cada mañana en las viviendas mencionadas en el artículo #3 de la forma ETA 790.

*Vea Accesorio #19

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20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(s) tipo(s) de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☒ No ☐

*THIS ONLY APPLIES TO DOMESTIC WORKERS

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador? Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si ☒ No ☐

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

NONE/NINGUNO

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

NONE/NINGUNO

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APR 17 2018

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador. Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Jorge Marin/President

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador


Employer's Signature / Firma y Título del Empleador

04/17/2018
Date / Fecha

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

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APR 17 2018

Missouri FLC Unit

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo, incluya el número de la sección o incluya archivos adjuntos, si es necesario

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Missouri FLC Unit

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

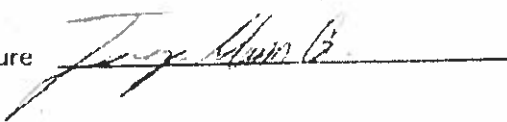
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Jorge Marin Date: 04/17/2018

Employer's Signature 

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

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Attachments to ETA 790

Attachment #3

The employer will provide free housing to those workers who are not able to return to their residence within the same day which meets applicable local, state, and federal housing standards. However, the employer will require workers to reimburse the employer for damage caused to the housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. Workers will be responsible for maintaining housing in a neat, clean manner, as well as follow the housing rules which are attached. Female workers will be provided separate bathroom facilities.

El patrón proporcionará vivienda gratuita a los trabajadores que no puedan volver a su residencia dentro de el mismo día que cumpla con los estándares locales, estatales, y federales de viviendas. Sin embargo, el patrón requerirá a los trabajadores reembolsar al patrón por daños causados a la vivienda hechos por los trabajadores que se encuentren responsable por haber hecho los daños que no sean el resultado del desgaste normal y de rasgones relacionados con la habitación. Los trabajadores serán responsables de mantener la vivienda de una manera aseada, limpia, y seguir las reglas de la vivienda que se encuentran atadas a esta forma. A las trabajadoras de sexo femenino, se les proporcionará un baño separado.

Family Housing: (Check the appropriate box)

☒ Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.

☐ Free family housing is available.

☐ Family housing is available. The provision of family housing is not a prevailing practice in the area of intended employment. Families will be charged _____ per week for utilities.

Vivienda familiar: (Compruebe la caja apropiada)

☒ Las viviendas de familia no están disponible y la disposición de las viviendas de familia no son una práctica que prevalece en esta área de empleo previsto.

☐ Las viviendas de familia gratuitas si están disponible.

☐ Las viviendas de Familia si están disponible. La disposición de las viviendas de familia no son una práctica que prevalece en esta área de empleo previsto. Las familias serán cobradas _____ por semana para cubrir el costo de las utilidades.

Attachment #11

A copy of the work contract or a copy of the ETA 790 in lieu of a work contract and any modifications will be provided to the worker on the day the worker commences employment or as soon as practically possible.

Una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo y cualquier modificación será proporcionada al trabajador en el día que el trabajador comienza el empleo o lo mas pronto como prácticamente sea posible.

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Missouri ELC Unit

Attachment #11 (continued)

Employer will offer work on Sunday, but employee is not required to work on Sunday.

El patrón ofrecerá el trabajo el domingo, pero no requieren al empleado trabajar el domingo.

The employer will keep accurate and adequate records of each worker. The worker, worker's representative, and the any authorized representative of the secretary of Labor will be given access to the records of the worker's earnings.

El patrón guardará expedientes exactos y adecuados de cada trabajador. Se le dará a el trabajador, el representante del trabajador, y cualquier representante autorizado de la secretaria del trabajo el acceso a los expedientes de las ganancias del trabajador.

The employer will provide each worker an Hours and Earnings Statement that meets the requirements of the Federal and Missouri State Requirements. In accordance with Departmental regulations 20 CFR sec. 655.122(k) the employer will furnish the worker on or before each payday in one or more written statements the following information:

1. The worker's total earning for the pay period.
2. The worker's hourly rate and/or piece rate pay.
3. The hours of employment offered to the worker (showing offers in accordance with the Three-fourths Guarantee as determined in paragraph (i) of this section, separate from any hours offered over and above the guarantee.)
4. The hours actually worked by the worker.
5. An itemization of all deductions made from the worker's wages.
6. If piece rates are used, the units produced daily;
7. Beginning and ending date of the pay period;
8. The employer's name, address, and FEIN.

El patrón proporcionará a cada trabajador Una Declaración de Las Ganancias y Las Horas Trabajadas que cumpla con los requisitos Federales y del estado de Missouri. De acuerdo con las regulaciones Departamentales 20CFR sec. 655.122(k) el patron le dará a cada trabajador en el día de pago o antes en una o mas formas por escrito la informacion siguiente:

1. *Las ganancias total para el period de pago del trabajador.*
2. *El pago de redito por hora y/o redito de pago por pieza del trabajador.*
3. *Las horas ofrecidas al trabajador (que enseñen las ofertas de acuerdo con la garantia de 3/4 del contrato, como es determinado en parrafo (i) en esta seccion, aparte de cualquier horas ofrecidas que sean mas o menos de esta garantia.)*
4. *Las horas actuales que sean trabajadas por el trabajador.*
5. *Una lista detallada de todas las deducciones hechas del pago del trabajador.*
6. *Si redito por pieza es usado, las unidades producidas por dia.*
7. *La fecha que comienza y termina el periodo de pago;*
8. *El nombre del empleado, domicilio, y FEIN.*

Attachment #15

Todas las remisiones deben ser hechas a Jorge Marín. llamando al (229) 456-1897.
Llamadas por cobrar no serán aceptadas. Todos los remitantes deben contactar

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Attachment #15 (continued)

a su centro de carreras más cercano antes de entrar en contacto con el patrón. El patrón entrará en contacto con todos los aspirantes que han presentado una solicitud, por teléfono, para conducir una entrevista. El patrón estará disponible Lunes a Jueves de las 10:00 P.M. al las 12:00 p.m. y de 1:00 P.M a 2:00 P.M. para las entrevistas de los trabajadores referidos, sin ningún costo al trabajador.

Antes de la remisión cada aspirante debe leer o que se le haiga leído una copia de la orden de trabajo. Todos los aspirantes deben tener un entendimiento claro sobre las condiciones del empleo según lo observado en la orden de trabajo. Se espera que todos los aspirantes trabajen para el periodo total de empleo según lo indicado en la orden de trabajo. Todos los aspirantes deben estar disponibles y estar a la discreción del patron para el trabajo según lo descrito en la sección de las Actividades del Trabajo en la orden de trabajo. Todos los aspirantes referidos al patrón, si son empleados, proporcionar lo siguiente: identificación original y documentos de elegibilidad para el trabajo.

Attachment #16

The worker will perform job duties as assigned by supervisor. They will vary from time to time depending on crop ripening and weather. The watermelon harvesting is temporary and will last from June to October.

Watermelon Hand Harvesting-In order to perform this kind of work, the worker must be able to walk down the field row and use a knife to hand cut ripe watermelons off the vine for harvesting. The watermelons are then loaded in a bus by forming part of an assembly line, in which the first worker bends down picks up the watermelon and it is passed on to consecutive workers by passing, catching, lifting, until it reaches the worker on the bus, who then sets it down and stacks them until the bus is considered full.

Pumpkin Hand Harvesting-In order to perform this kind of work, the worker must be able to walk down the field row and use a pair of loppers to hand cut ripe pumpkins off the vine for harvesting. The pumpkins are then loaded in a bus by forming part of an assembly line, in which the first worker bends down picks up the watermelon and it is passed on to consecutive workers by passing, catching, lifting, until it reaches the worker on the bus, who then sets it down and stacks them until the bus is considered full.

Cantaloupe Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row and find the ripe cantaloupe based on texture and color. The ripe cantaloupes are picked off the vine by hand. The cantaloupes are then loaded in a bus by forming part of an assembly line, in which the first worker bends down picks up the watermelon and it is passed on to consecutive workers by passing, catching, lifting, until it reaches the worker on the bus, who then sets it down and stacks them until the bus is considered full.

Watermelon, Pumpkin, and Cantaloupe Packing- The watermelon, pumpkin, or cantaloupe is transported by bus to the packing shed. Upon its arrival, it is unloaded by

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Missouri FLC Unit

Attachment #16 (continued)

a group of workers and placed on a conveyer belt. The group of workers on the conveyer belt are responsible for sorting, labeling, and packing the watermelons, pumpkins, and cantaloupes in cardboard containers. While the workers are waiting on the next load of watermelons to arrive, they will be responsible for assembling cardboard containers.

The worker must be able to work outside for 6 hours a day in all kinds of weather including, but not limited to extreme cold and hot conditions, direct sunlight, and rain. Workers must have the required physical strength and endurance to repeat the process rapidly and skillfully involved in this type of work. Workers will perform prolonged walking, bending, stooping, reaching, pushing, pulling, lifting, and carrying 0-75 lbs. Due to the nature of this type of work, there will be a Probationary Period of six (6) days beginning on the first day of employment for the employee to acclimate to the job specifications listed under the Job Descriptions and Requirements. The worker will be given specific instructions as to how to properly perform the work specified in the Job Description and Requirements Section on the first day of work. Workers who do not perform the work as specified, may be terminated.

The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.

El trabajador realizará deberes asignados según las instrucciones dadas por su supervisor. Los deberes varían de tiempo a tiempo conforme está el clima y la madurez de la cosecha. La cosecha de sandía es temporal y dura de Abril a Mayo.

Cosecha a mano de Sandía - Para realizar esta clase de trabajo, el trabajador debe caminar por los surcos del fil y usando una navaja, cortar la sandía madura de la viña para cosecharla. Después, los trabajadores forman parte de un línea de asemebla. El primer trabajador recoge la sandía del suelo y la va pasando, agarrando, y levantando hasta llegar al autobús. Se la entregan al trabajador que está adentro del autobús y este va apilando las sandías hasta que el camión es considerado lleno.

Cosecha de la mano de calabaza - para realizar este tipo de trabajo, el trabajador debe ser capaz de caminar por la hileras de campo y usar un par de Loppers para cortar las calabazas maduras de la viña para su cosecha. Las calabazas entonces se cargan en un autobús formando parte de una línea de montaje, en la cual el primer trabajador dobla abajo recoge la sandía y se pasa encendido a los trabajadores consecutivos pasando, cogiendo, levantando, hasta que alcanza al trabajador.

Cosecha a mano de Melon - Para realizar esta clase de trabajo, el trabajador debe caminar por los surcos del fil y encontrar los melones maduros en base a su color y textura. Los melones maduros se pisan de la mata a mano. Después, los trabajadores

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Attachment #16 (continued)

forman parte de un linea de asemelea. El primer trabajador recoge el melon del suelo y lo va pasandos a los otros trabajadores, agarrando, y levantando hasta llegar al autobus. Se la entregan al trabajador que esta adentro del autobus y este va apilando los melones hasta que el camion es considerado lleno.

Embalaje de la sandia, calabaza, y melon- *la sandia, la calabaza, y los melones son transportados en autobus a la vertiente del embalaje. A su llegada, son descargados por un grupo de trabajadores y colocado en una cinta transportadora. El grupo de trabajadores en la cinta transportadora es responsable de clasificar, etiquetar y empacar la sandia, calabaza y melon en recipientes de carton. Mientras los trabajadores están esperando que llegue su próxima carga, serán responsables de formar los contenedores de carton.*

El trabajador debe poder trabajar afuera por 6 horas al dia en todo tipo de clima incluyendo, pero no limitado a condiciones extremas de frio y calor, luz solar directa, y lluvia. Los trabajadores deben tener la fuerza fisica requerida y la resistencia para repetir el proceso, rapidamente y hábilmente, involucrados con este tipo de trabajo. Los trabajadores realizarán caminatas prolongadas, estaran doblados, agachados, alcanzaran, empujaran, tiraran, llevaran, y levantarán peso de 0-75 libras. Debido a la naturaleza de este tipo de trabajo, habrá un periodo de prueba de cinco seis (6) días, comenzando con el primer día de empleo, para que el empleado se adapte a las especificaciones de trabajo enumeradas bajo las Descripciones y Requisitos del Trabajo. En el primer dia de trabajo, se le dará al trabajador instrucciones específicas cómo realizar correctamente el trabajo especificado en la Sección de Descripción y Requisitos del Trabajo. Los trabajadores que no realizan el trabajo como se especifica en esta petición pueden ser terminados.

El patrón proporcionará las herramientas necesarias para realizar los deberes escritos del trabajo. El patrón le cobrará una cuota razonable al trabajador por los costos relacionados con la denegación o la falta negligente del trabajador de volver las herramientas o debido al daño voluntarioso o a la destrucción de tal herramientas por el trabajador.

Attachment # 18

a. To comply with its obligation under § 655.122(1), an employer must offer, advertise in its recruitment, and pay a wage that is the highest of the AEW, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the federal or state minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.

a. Para conformarse con la obligación bajo § 655.122 (1), un patrón debe ofrecer, hacer publicidad en el reclutamiento, y pagar un salario que sea el más alto del AEW, el

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Missouri FLC Unit

Attachment # 18 (continued)

salario de cada hora o la tarifa de pedazo que prevalece, el salario acordado en la negociación colectiva, o el federal o el salario mínimo estatal, excepto donde está aprobado un procedimiento especial para una ocupación o una clase específica de empleo agrícola.

b. If the prevailing hourly wage rate or piece rate is adjusted during a work contract, and is higher than the highest of the AEW, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay that higher prevailing wage or piece rate upon notice to the employer by the department.

b. Si la tarifa de salario de cada hora que prevalece o la tarifa de pedazo se ajusta durante un contrato de trabajo, y es más alto de el más alto del AEW, el salario que prevalece, el salario acordado de la negociación colectiva, o el salario mínimo Federal o Estatal, en efecto cuando se realiza el trabajo, el patrón deben pagar el salario que prevalece o la tarifa de pedazo más alta sobre aviso al patrón por el departamento.

c. The OFLC Administrator will publish, at least once in each calendar year, on a date to be determined by the OFLC Administrator, the AEWs for each State as a notice in the Federal Register.

c. El administrador de OFLC publicará, por lo menos una vez en cada año civil, una fecha que se determinará por el administrador de OFLC, los AEWs para cada estado como aviso en el registro federal.

d. Most of the jobs associated with this employment are paid by the piece rate, however \$13.42 per hour (or a higher or lower AEW in effect at the time the work is performed) or a higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the worker's total pay for the pay period from piece rate earnings and hourly wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate.

d. La mayor parte de los trabajos asociados con este empleo son pagados por el índice de pedazo, sin embargo \$13.42 por hora (o un AEW más alto o más bajo en efecto en el momento en que se realiza el trabajo) o una tarifa de salario que prevalece más alta, si fuera aplicable, se garantiza como mínimo por todas las horas trabajadas durante un periodo de paga. Si la paga total del trabajador para el periodo de paga de ganancias de la tarifa de pedazo y de salarios por hora dividido por sus horas totales trabajadas durante ese periodo de paga resulta en un promedio de ganancia por hora menos que el precio por hora garantizado, el trabajador será proveído pago de acumulación por la tarifa mínima garantizada.

e. The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages, and charges for any loss to the employer due to the

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Attachment # 18 (continued)

workers damage or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the worker in writing. State income tax will be deducted.

e. El patrón hará las deducciones siguientes: Los impuestos de FICA, el impuesto sobre la cantidad de paga, los anticipos, el pago excesivo de salarios, y las cargas para cualquier pérdida al patrón debido a los trabajadores dañando o pérdida de artículos del equipo o de la vivienda donde se demuestra que el trabajador es responsable, y cualquiera otras deducciones sean autorizadas por el trabajador por escrito. Se deducirá impuesto sobre la cantidad de paga estatal.

f. Employer will not pay the worker a bonus based on quality picking or at the end of season.

f. El patrón no pagará al trabajador una prima basada en la cosecha de la calidad o en finales de la cosecha.

g. $\frac{3}{4}$ of Work Guarantee: The employer will guarantee the worker employment for at least three-fourths of the workdays of the total period during which the work contract and all extensions thereof are in effect, beginning with the first workday after the arrival of the worker at the place of employment and ending on the expiration date specified in the work contract or in its extension, if any. If the employer affords the worker during the total work contract period less employment than the required under this work guarantee, the employer shall pay such worker the amount which the worker should have earned had the worker in fact worked for the guaranteed number of days. For purposes of this guarantee, a workday shall mean the number of hours in a work on a single workday, including the worker's Sabbath and federal holiday. For purposes of meeting the guarantee, however, the worker shall not be required to work for more than the number of hour specified in this job order for a workday, or on the worker's Sabbath or federal holiday. In determining whether the guarantee of employment has been met, any hours which the worker fails to work during a workday when the worker is afforded the opportunity to do so by the employer and hours of work performed, shall be counted in calculating the employment guarantee. The employment guarantee may be abated by the employer before the expiration date specified in the work contract for reasons beyond the employees control due to an act of God employment before the end of the contract period or in the event the worker is terminated for lawful job-related reason. The employer will not be liable for payment of the work guarantee with respect to an H-2A worker whom the Regional Administrator certifies is displaced because of the employer's compliance with the 50 percent rule.

g. $\frac{3}{4}$ de la Garantía del Trabajo: El patrón garantizará el empleo por lo menos tres cuartos de los días laborables que se le ofrecen al trabajador durante el periodo total durante el cual el contrato de trabajo y todas las extensiones de eso están en efecto, comenzando con el primer día laborable después de la llegada del trabajador en el lugar del empleo y terminando en la fecha de vencimiento especificada en el contrato de

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Attachment # 18 (continued)

trabajo o en su extensión, si la hay. Si el patrón produce al trabajador durante el plazo de ejecución total de trabajo menos empleo que requerido bajo esta garantía del trabajo, el patrón pagará a tal trabajador la cantidad que el trabajador hubiera ganado si el trabajador hubiera trabajado el número de días garantizados en el contrato. Con objeto de esta garantía, un día laborable significará el número de horas en un trabajo sobre un solo día laborable, incluyendo el día religioso del trabajador y el día de fiesta federal. Con objeto de resolver la garantía, el trabajador no será requerido a trabajar más horas que el número de horas por día laboral especificadas en esta orden de trabajo, o en el día religioso, o el día de fiesta federal del trabajador. En la determinación de si, la garantía del empleo será resuelta, cuando el trabajador no quiera trabajar durante un día laborable donde el patrón le haigo ofrecido trabajo y el trabajador no haigo querido trabajar estas horas laborables de trabajo serán contadas en el cálculo de la garantía del empleo. La garantía del empleo se puede disminuir o ser cancelada por el patrón antes de la fecha de vencimiento especificada en el contrato de trabajo por razones más allá del control del el patron o por fuerzas mayores. El patrón no será obligado para el pago de la garantía del trabajo con respecto a un trabajador de H-2A que el administrador regional certifique se desplace debido a la conformidad del patrón con la regla del 50 por ciento.

h. Payroll periods will be weekly.

h. Los periodos de nómina de pago serán semanales.

i. The employer will provide workers referred through the interstate clearance system 36 hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the local Job Service Office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system

\$483.12, the appropriate wage alternative work if the guarantee cited in this section is invoked.

i. El patrón proveerá a los trabajadores referidos a través del Interstate Clearance System 36 horas de trabajo empesando con la primera semana de la fecha anticipada de la necesidad a menos que el patrón haya enmendado la fecha de la necesidad notificando la oficina local del servicio del trabajo por lo menos 10 días antes de la fecha de la necesidad. Si el patrón no puede notificar la oficina que tiene la orden de trabajo, el patrón pagará a un trabajador elegible referido a través del Interstate Clearance System \$483.12, el trabajo alternativo del salario apropiado si la garantía citada en esta sección se invoca.

Attachment # 19

After the worker has completed 50% of the work period, the employer will reimburse the worker for the cost of transportation and subsistence expenses of at least \$12.26 per day

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Attachments to ETA 790

with no receipts and a maximum of \$51.00 per day with receipts. This covers the cost
Attachment # 19 (continued)
 from the place of recruitment to the place of employment. Upon completion of the work contract the employer will pay reasonable costs of return including transportation and subsistence from place of employment to place of recruitment. The employer will pay \$12.26 per day with no receipts and up to \$51.00 per day with receipts. This is true, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer, who agrees to pay such costs. In this case the employer will only pay for transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

Free transportation will be provided from the employer provided housing to the work site and back, for workers living in that housing and for commuting workers, if they need transportation to the harvesting site.

Después de que el trabajador haya terminado el 50% del periodo del trabajo, el patrón reembolsará al trabajador para el coste de transporte y de gastos de estancia de por lo menos \$12.26 por día sin recibos y un máximo de \$51.00 por día con los recibos. Esto cubre el coste del lugar del reclutamiento al lugar del empleo. Sobre la terminación del contrato de trabajo el patrón pagará costes razonables de vuelta incluyendo el transporte y de subsistencia del lugar del empleo al lugar del reclutamiento. El patrón pagará \$12.26 por día sin recibos y hasta \$51.00 por día con los recibos. Esto es verdad, a menos que cuando el trabajador no vuelva al lugar del reclutamiento, debido al empleo subsecuente con otro patrón, que acuerda pagar tales costos. En este caso el patrón pagará solamente el transporte y la subsistencia al trabajo siguiente. La cantidad del pago del transporte será igual a las cargas de transporte similares más económicas y más razonables del portador común para la distancia implicada. Este arreglo se aplica solamente a los trabajadores para quienes obligan al patrón legalmente a suministrar vivienda. Transporte gratis será proporcionado de la vivienda proporcionada por el patrón al sitio de trabajo, para los trabajadores que viven en las viviendas proveídas por el patrón y para los trabajadores que viajan, si necesitan el transporte al sitio de cosecha.

Additional Assurance Addendum

Reporting Abandonment of Employment or Termination for Cause

The employer will report workers who, (a) voluntarily abandon employment before the end of the contract period, or (b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs. Abandonment will be deemed to begin after a worker fails to report

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for work at the regularly scheduled time for five (5) consecutive working days without **Reporting Abandonment of Employment or Termination for Cause (continued)** the consent of the employer. The employer will not be responsible for providing or paying for reported workers (a) subsequent transportation and subsistence expenses, and (b) the worker will not be entitled to the $\frac{3}{4}$ guarantee."

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable cost of return transportation and subsistence to the place of recruitment.

Adenda de Garantía Adicional

Reportando el Abandono de Empleo o Rescisión Por Causa

El patrón divulgará los trabajadores que, (a) voluntariamente abandone el empleo antes del final del plazo de ejecución, o (b) a los trabajadores que se terminan por causa, al Centro de Proceso Nacional de Chicago, y los trabajadores de H-2A al Departamento de Seguridad de Patria, por escrito o por otro método aprobado, no más tarde de (2) días después del abandono o de la terminación. El abandono será juzgado después de que un trabajador no se reporte al trabajo a la hora que este regularmente programada por cinco (5) días laborables consecutivos sin el consentimiento del patrón. El patrón no será responsable de proporcionar o de pagar trabajadores divulgados (a) el transporte y gastos de estancia subsecuentes, y (b) no darán derecho el trabajador a la garantía del $\frac{3}{4}$."

En el acontecimiento de la terminación que resulta de un acto de Dios, el patrón proporcionará o pagará el coste razonable del transporte de regreso y de la subsistencia al lugar de reclutamiento.

Regulation 655.122(0) Contract Impossibility

Contract Impossibility. If before the expiration date specified in the work contract, the services of the worker are no longer required due to an Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must:

(1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers;

(2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and

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APR 17 2018

Missouri FLC One

Regulation 655.122(0) Contract Impossibility(continued)

(3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved."

Regulación 655.122 (0) Imposibilidades de Contrato

(0) Imposibilidad del contrato. Si antes de la fecha de vencimiento especificada en el contrato de trabajo, los servicios del trabajador lla no se requieren por razones de otras fuerzas mayores que hagan el cumplimiento del contrato imposible, el patrón puede terminar al contrato de trabajo. Si tal acontecimiento constituye una imposibilidad del contrato será determinada por el CO. En caso de tal terminación de un contrato, el patrón debe satisfacer tres cuartos de la garantía por el tiempo que ha transcurrido del comienzo del contrato de trabajo al tiempo de su terminación, según lo descrito en el párrafo (i) (1) de esta sección. El patrón debe hacer esfuerzos para transferir al trabajador al otro empleo comparable aceptable por el trabajador, constante con ley existente de inmigración, como aplicable. Si tal transferencia no es afectada, el patrón debe:

(1) Devolver al trabajador, al costo del patrón, al lugar de el cual el trabajador (sin hacer caso del empleo de intervención) vino a trabajar para el patrón, o transporta al trabajador al patrón certificado siguiente de H-2A del trabajador, el cual el trabajador prefiere;

(2) Reembolsar al trabajador la cantidad completa de cualquier deducción que se haiga hecho de la paga del trabajador de parte del patrón para el transporte y los gastos de estancia al lugar del empleo; y

(3) Pagar al trabajador cualquier gastos que haiga hecho el trabajador para la transportación y la subsistencia diaria al lugar del empleo de ese patrón. La subsistencia diaria se debe computar según lo dispuesto en el párrafo (h) de esta sección. La cantidad del pago del transporte no debe ser menos (y no se requiere para ser más) que las cargas de transporte más económicas y más razonables del portador común para las distancias implicadas."

§655.120 Offered Wage Rate:

(a) To comply with its obligation under §655.122(1), an employer must offer, advertise in its recruitment, and pay a wage that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or a specific class of agricultural employment.

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(b) If the prevailing hourly wage rate or piece rate is adjusted during a work contract and is highest of the AEW, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay the higher prevailing wage or piece rate, upon notice to the employer by the Department.

(c) The OFLC Administrator will publish, at least once in each calendar year, on a date to be determined by the OFLC Administrator, the AEWs for each State as a notice in the Federal Register.

Tarifa de salario ofrecida §655.120:

(a) *Para conformarse con su obligación debajo de §655.122 (1), un patrón debe ofrecer, publicar en su reclutamiento, y pagar un salario que sea el más alto del AEW, el salario por hora o la tarifa de pedazo que prevalece, el salario convenido en la negociación colectiva, o el Federal o el que indique el salario mínimo, excepto donde está aprobado un procedimiento especial para una ocupación o una clase específica de empleo agrícola.*

(b) *Si la tarifa de salario de cada hora que prevalece o la tarifa de pedazo se ajusta durante un contrato de trabajo y es la más alta del AEW, el salario que prevalece, el salario acordado de la negociación colectiva, o el Federal o lo que indica el salario mínimo, en efecto cuando se realiza el trabajo, el patrón deben pagar el salario que prevalece o la tarifa de pedazo más alto, sobre aviso al patrón por el Departamento.*

(c) *El Administrador de OFLC publicará, por lo menos una vez por año civil, una fecha que se determinará por el Administrador de OFLC, el AEWs para cada estado como aviso en el Registro Federal.*

Regulation 655.135(d) Fifty Percent Rule

From the time the foreign workers depart for the employer's place of employment, it must provide employment to any qualified, eligible U.S. workers who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the *Application for Temporary Employment Certification*, under which the foreign worker who is in the job was hired.

Regulación 655.135(d) Regla de Cincuenta Por Ciento

Desde el momento que salen los trabajadores extranjeros de el lugar de empleo del empleador, el empleador debe proporcionar empleo a cualquier trabajador Estadounidenses que aplique y que este calificado e elegible hasta que haya transcurrido la mitad del periodo del contrato de trabajo. El comienzo de tiempo del contrato de trabajo se calcula a partir de la primera fecha de necesidad indicada en la Solicitud de Certificación de Empleo Temporal, bajo el cual fue contratado el trabajador extranjero.

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Attachments to ETA 790

Regulation 20 CFR sec. 655.122(a) U. S. Worker Assurance

Prohibition against preferential treatment of aliens. The employer's job offer must offer to U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers. Job offers may not impose on U.S. workers any restrictions or obligations that will not be imposed on the employer's H-2A workers. This does not relieve the employer from providing to H-2A workers at least the same level of minimum benefits, wages, and working conditions which must be offered to U.S. workers consistent with this section.

Regulación 20 CFR sec. 655.122(a) Aseguramiento de Trabajador Estadounidense

Prohibición de tratamiento preferencial de los extranjeros. Oferta de empleo del empleador debe ofrecer a los trabajadores de Estados Unidos nada menos que los mismos beneficios, salarios y condiciones de trabajo que el empleador ofrece, se propone ofrecer, o proporcionará a los trabajadores H-2A. Ofertas de trabajo no pueden imponer a los trabajadores de los Estados Unidos cualquier restricciones o obligaciones que no se impondrá a los trabajadores H-2A del empleador. Esto no releva al empleador de proporcionar a los trabajadores H-2A por lo menos el mismo nivel de prestaciones mínimas, los salarios y las condiciones de trabajo que deben ser ofrecidas a los trabajadores estadounidenses consistentes con esta sección.

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JUL 19 2018

Wisconsin FLO Unit

Elite Farm & Produce, LLC
203 S Main St. Senath, MO 63876
573-344-8236

Date: 1/6/18

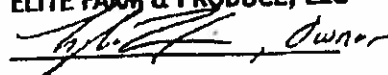
I, TYLER HARRIS, OWNER OF ELITE FARM & PRODUCE, LLC LOCATED IN SENATH, MO INTEND TO CONTRACT MARIN J. CORP., TO HARVEST WATERMELON, CANTALOUPE, AND PUMPKINS CONTROLLED BY TYLER HARRIS OWNER OF ELITE FARM & PRODUCE FOR THE AFOREMENTION COMPANY.

FROM JUNE 25, 2018 TO OCTOBER 20, 2018., MARIN J. CORP WILL BE HARVESTING CROPS IN DUNKLIN COUNTY MO.

IT IS MY UNDERSTANDING THAT THE HARVESTING CREW CONSIST OF 80 WORKERS.

MARIN J. CORP., AGREES TO ALL THE REQUIREMENTS OF HARVESTING EACH DAY REQUESTED BY TYLER HARRIS OWNER OF ELITE FARM AND PRODUCE, LLC.. AND AGREES TO ABIDE BY THE FEDERAL AND STATE REGULATIONS IN ALL ASPECTS OF THE HARVESTING OPERATION. THE HARVESTING WEEK IS FROM MONDAY TO SUNDAY. PAYMENT IS ISSUED ON FRIDAY.

ELITE FARM & PRODUCE, LLC


NAME & TITLE

MARIN J. CORP


NAME & TITLE

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APR 17 2018

Missouri FLC Unit

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Request for Conditional Access to the Clearance System

Local Job Service Office at: Missouri Department of Economic Development, Division of Workforce Development, Programs/Foreign Labor Certification, P. O. Box 1087, 421 Est Dunklin St., Jefferson City, MO 65102-1087.

Name of Employer: Marin J. Corp., 2148 N. Torrington Rd., Avon Park, FL 33825

Location of Housing:

- (1) 200 Slicer St., Kennett, MO 63857
- (2) Unit #11, 4346 State Hwy C., Senath, MO 63876
- (3) Unit #16, 9348 State Hwy. C., Senath, MO 63876

I hereby request that my clearance job order(s) for agricultural workers be conditionally allowed into the intrastate/interstate clearance system in order that my clearance order can be transmitted to labor supply States in a timely manner for the recruitment of workers.

I confirm that housing #2 and #3 shown above were in compliance with applicable housing standards of the U.S. Department of Labor during the period of its use in 2017 and that all corrective actions requested in that year were fully complied with. My housing is not now in complete compliance with U.S. Department of Labor regulations because of a period of nonuse; however, I assure that such housing will be in full compliance with the requirements of the applicable housing standards by May 25, 2018, which is 30 days before the housing is to be occupied.


Employers Signature

09/17/2018
Date

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SEP 17 2018

Missouri D.C. Unit

Migrant Housing Rules

1. The home should be used only for living purposes not for business.
2. Residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home.
3. Only employees of Marin J. Corp. will be allowed to live in the employer provided housing. Overnight guests are not permitted.
4. Keep the residence in good working condition. Worker's will be liable for cost to repair damage purposely caused by them that is not considered normal wear and tear.
5. The home shall be kept clean and free of any garbage inside and outside.
6. Garbage shall be disposed of properly in provided receptacles and shall be taken out to the roadside on trash days.
7. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains — such as toilets, showers, bathtubs, and sinks
8. All members will participate in keeping the house clean of common areas such as living room, bathroom, and dining room. Each worker is responsible for keeping their bedroom assigned area clean. Assigned house duties are to be completed on a weekly basis. If house and/or assigned bedroom area is not kept clean, a house cleaning service will be hired to do the cleaning at the expense of the worker(s).
9. All appliances and power cords shall be turned off or unplugged when not in use. This includes but is not limited to air conditioners and cell phone chargers.
10. Do not remove screens from windows and doors.
11. Don not cover or remove fire alarms and fire extinguishers.
12. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or neighboring homes, at any time.
13. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and neighboring homes. Reasonable quiet enjoyment of their homes must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance.
14. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the residence. The use of fireworks in the residence is prohibited.
15. No illegal drug use will be permitted on the property.
16. No drinking alcoholic beverages inside the living facility.

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JUL 27 2018

San Jose, CA

Reglas de Vivienda de Migrantes

1. El hogar debe utilizarse solamente para vivienda no para negocios.
2. Los residentes deben seguir las reglas comunitarias, de incendio, salud, seguridad, leyes sanitarias y todas reglas pertinentes del estado, nacional o las normas locales que sean aplicables a la comunidad y a el hogar.
3. Sólo los empleados de Marin J. Corp. pueden vivir en la vivienda proporcionado por el empleador. No se permite que se queden huéspedes durante la noche.
4. La residencia se debe mantener en buenas condiciones de trabajo. El trabajador será responsable por el costo para reparar daños causados intencionalmente por ellos que no se consideran desgaste normal.
5. La casa se mantendra limpia y libre de cualquier basura dentro y fuera de la vivienda.
6. La basura deberá desecharse de manera correcta en los receptáculos proporcionados y deberá sacar al borde de la carretera en los días de la basura.
7. Los residentes no deben tirar residuos peligrosos o tóxicos, o otras sustancias o residuos nocivos o inadecuados en los sistemas de eliminación o drenaje, tales como el baño, duchas, bañeras y fregaderos.
8. Todos los trabajadores participaran en el mantenimiento de la limpieza de la casa y de zonas comunes como las salar, baño y comedor. Cada trabajador es responsable de mantener su area asignada del dormitorio limpia. La limpieza se debe llevar a cabo semanalmente. Si la vivienda y/o la area del dormitorio que se le haiga asignado no se mantiene limpio, se contratara un servicio de limpieza al expenso del trabajador(es).
9. Todos los aparatos y cables electricos serán apagados o desenchufados cuando no esté en uso. Esto incluye pero no esta limitado a el acondicionador de aire y los cargadores de celulares.
10. No saque los mosqueteros de las ventanas y puertas.
11. No cubra o quite alarmas contra incendios y extinguidores de fuego.
12. Los residentes y sus invitados no interferirán, en cualquier momento, con la privacidad de los otros residentes, uso y disfruto en silencio de sus hogares o casas de vecinos.
13. Los residentes no tocan cualquier equipo de música, radio o televisión, o de lo contrario crear ruido, a un nivel que interfiere irrazonablemente con el derecho de otros residentes disfrutar de sus hogares o de casas de vecinos. El ruido razonable de sus casas, debe mantenerse entre las 10:00 P.M. y 7:00 A.M., o durante el periodo de tiempo especificado en cualquier local aplicable por ley o ordenanza.
14. No se permite descargar armas de fuego, pistolas de pintura o pistolas de aire comprimido. Está prohibido el uso de fuegos artificiales en la residencia.
15. El uso de drogas ilegales no se permiten en la propiedad.
16. No se permite tomar bebidas alcoholicas dentro de la vivienda.

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Missouri PLC, Inc.

Marin J. Corp.
Season 2018
Watermelon, Canteloupe, and Pumpkin Harvesting Itinerary

Block Name	Crop	Address/Directions	County	Beginning Picking Date	Ending Picking Date
#1 Donny Shop Field	Watermelon, Canteloupe, and Pumpkin	18942-19220 County Rd. 522 Kennett, MO 63857	Dunklin	6/25/2018	10/20/2018
#2 Crow 40 Field	Watermelon, Canteloupe, and Pumpkin	15000-15714 County Rd. 500 Kennett, MO 63857	Dunklin	6/25/2018	10/20/2018
Field #3	Watermelon, Canteloupe, and Pumpkin	13267 State Highway A Kennett, MO 63857	Dunklin	6/25/2018	10/20/2018
Field #4	Watermelon, Canteloupe, and Pumpkin	Unnumbered County Rd. 543 Honersville, MO 63855	Dunklin	6/25/2018	10/20/2018
Field #5	Watermelon, Canteloupe, and Pumpkin	Unnumbered County Rd. 543 Honersville, MO 63855	Dunklin	6/25/2018	10/20/2018
Field #6	Watermelon, Canteloupe, and Pumpkin	Unnumbered County Rd. 562 Senath, MO 63876	Dunklin	6/25/2018	10/20/2018
Field #7	Watermelon, Canteloupe, and Pumpkin	Unnumbered County Rd. 562	Dunklin	6/25/2018	10/20/2018

Field #8	Watermelon, Cantaloupe, and Pumpkin	Senath, MO 63876	Unnumbered County Rd. 631 Arbyrd, MO 63821	Dunklin	6/25/2018	10/20/2018
Field #9	Watermelon, Cantaloupe, and Pumpkin		Unnumbered County Rd. 631 Arbyrd, MO 63821	Dunklin	6/25/2018	10/20/2018

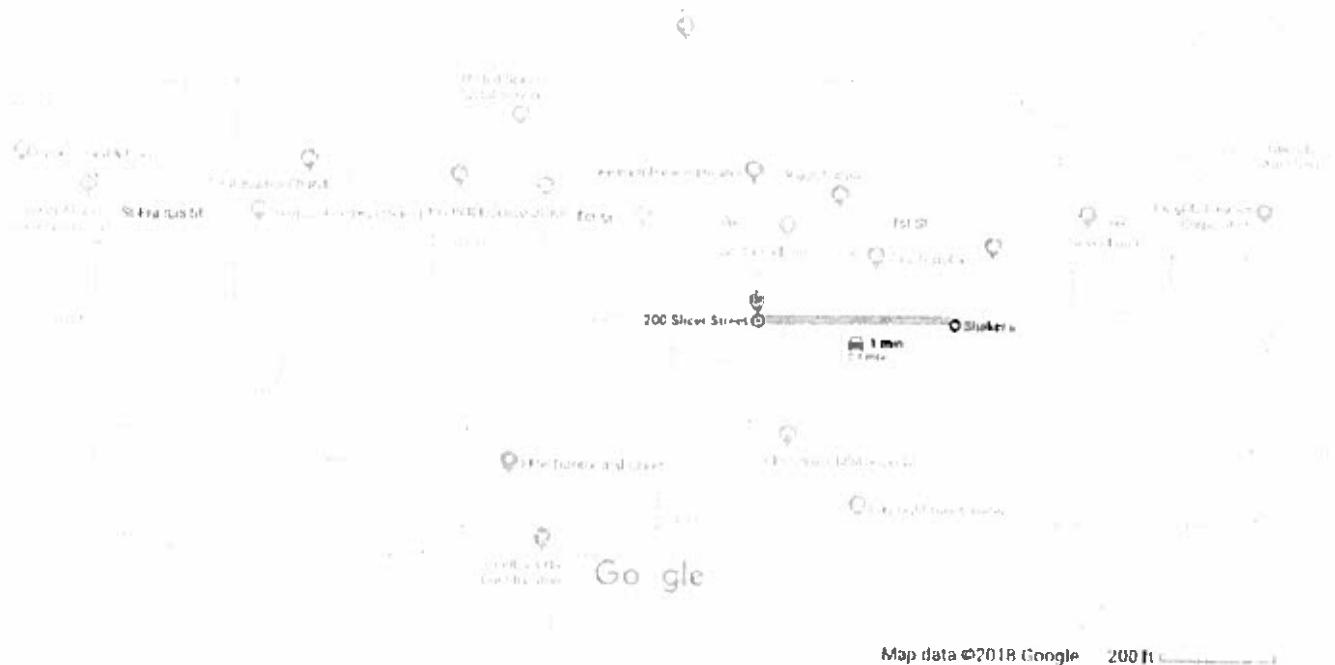
4/17/2018

Shaker's, East 2nd Street, Kennett, MO to 200 Slicer St, Kennett, MO 63857 - Google Maps

Google Maps

Shaker's, East 2nd Street, Kennett, MO to 200 Slicer St, Kennett, MO 63857 Drive 0.1 mile, 1 min

Driving Direction from Local Landmark to employee provided housing #1.



Shaker's

400 E 2nd Street, Kennett, MO 63857

1. Head west on E 2nd St toward Depot St

0.1 mi

200 Slicer St

Kennett, MO 63857

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

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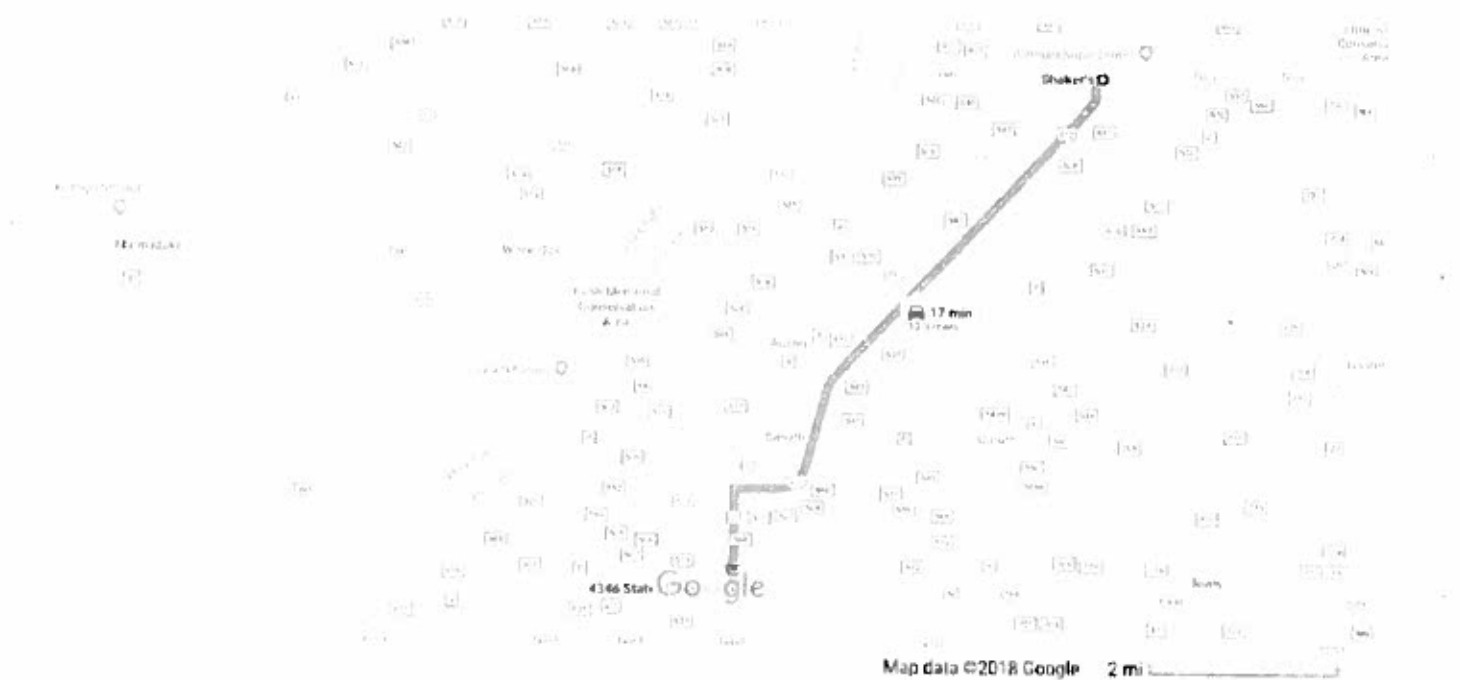
4/17/2018

Shaker's, East 2nd Street, Kennett, MO to 4346 State Hwy C, Senath, MO 63876 - Google Maps

Google Maps

Shaker's, East 2nd Street, Kennett, MO to 4346 State Hwy C, Senath, MO 63876 Drive 13.3 miles, 17 min

Driving directions from local landmark to employer provided housing #2



Shaker's

Shaker's, East 2nd Street, Kennett, MO

1. Head west on E 2nd St toward Depot St

2. Turn left onto Slicer St

3. Turn left onto Kennett St

4. Slight left at State Hwy VV

5. Slight right onto US-412 W

6. Turn left onto State Hwy C

4346 State Hwy C

4346 State Hwy C, Senath, MO

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

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WILSON, R. L.

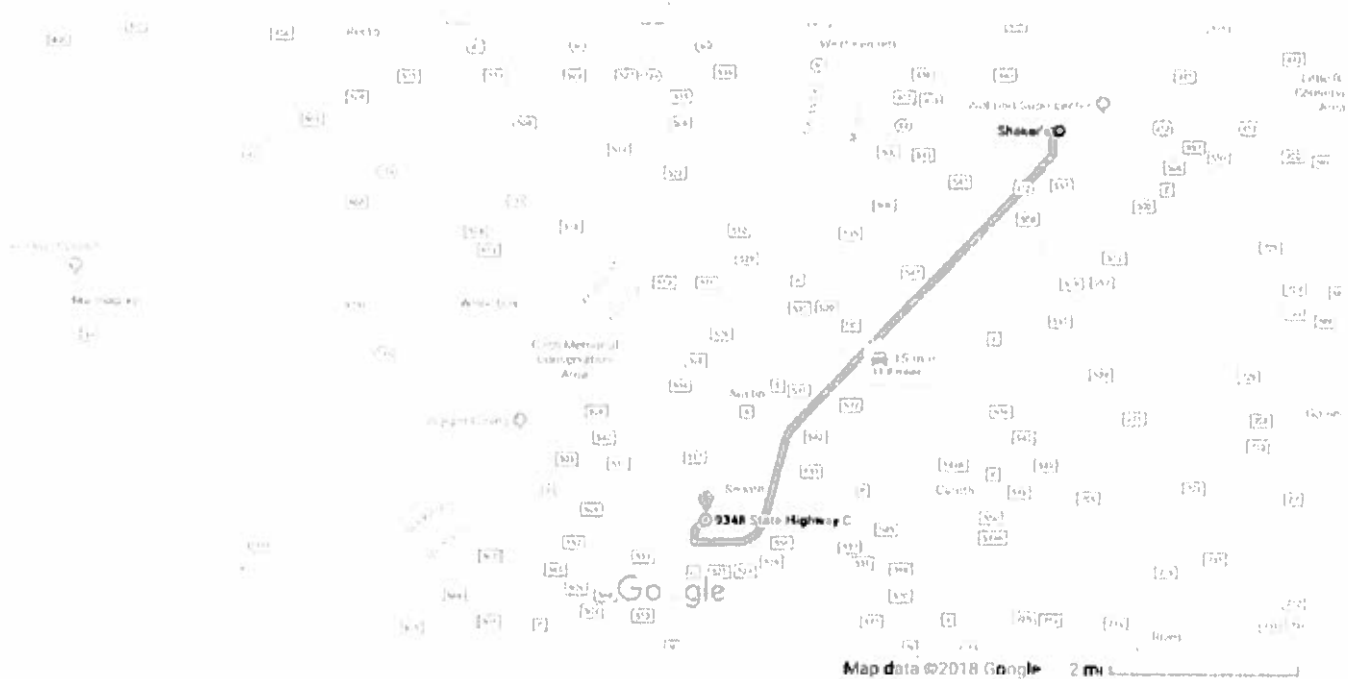
4/17/2018

Shaker's, East 2nd Street, Kennett, MO to 9348 State Hwy C, Senath, MO 63876 - Google Maps

Google Maps

Shaker's, East 2nd Street, Kennett, MO to 9348 State Hwy C, Senath, MO 63876 Drive 11.8 miles, 15 min

Driving directions from local landmark to employee provided housing #3



Shaker's

East 2nd St, Kennett, MO 63876

- ↑ 1. Head west on E 2nd St toward Depot St 0.1 mi
 - ↩ 2. Turn left onto Slicer St 0.6 mi
 - ↩ 3. Turn left onto Kennett St 0.2 mi
 - ↩ 4. Slight left at State Hwy VV 89 ft
 - ↩ 5. Slight right onto US-412 W 10.4 mi
 - ↩ 6. Turn right onto State Hwy C 0.5 mi
- i** Destination will be on the right

9348 State Hwy C

Senath, MO 63876

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you

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APR 17 2018

Missouri Dept of Trans

4/17/2018

Shaker's, East 2nd Street, Kennett, MO to 9348 State Hwy C, Senath, MO 63876 - Google Maps

should plan your route accordingly. You must obey all signs or notices regarding your route

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APR 17 2018

Missouri FLO Unit

<https://www.google.com/maps/dir/Shaker's,+East+2nd+Street,+Kennett,+MO/9348+State+Hwy+C,+Senath,+MO+63876/@36.177847,-90.1849198,12z/data>

INDEX

Form 225-1 (March 2004)

Missouri FLO Unit

Department of Labor
Bureau of Labor Statistics

Amended 03/23/2016

Form L-204 (Rev. 10-11)
Caption: 15022016

Owner: [Redacted]

Section 1: Information about the employer and the worker

Employer's Name: [Redacted]
Employer's Address: [Redacted]
City or Town: [Redacted] (State) (ZIP Code)

Date of Birth: [Redacted] Height: [Redacted] Weight: [Redacted]
(Month) (Day) (Year)

The Certificate is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulation issued thereunder, and on my application for registration. It may be renewed or suspended, or not renewed, for noncompliance with the Act or regulation, including applicable requirements for transporting and housing migrant workers. Such noncompliance may constitute a criminal offense.

Transportation: ☒ Authorized ☐ Not Authorized
Housing: ☒ Authorized ☐ Not Authorized
Driving: ☒ Authorized ☐ Not Authorized

Approved: [Redacted] Date: 11/02/2016
Program Manager: 217273 90411 (M)

(Signature of Holder) (Title)

The following vehicles have authorization to transport migrant and seasonal agricultural workers under the Migrant and Seasonal Agricultural Worker Protection Act as specified below unless such authorization is otherwise terminated:

No.	Make and Model	Serial or Motor No.	No. of Seats in Vehicle	Authorization Expiration Date
1	2014 Ford	201401	42	10/01/2018
2	2014 Ford	201402	42	10/01/2018
3	2014 Ford	201403	42	10/01/2018
4	2014 Ford	201404	42	10/01/2018
5	2014 Ford	201405	42	10/01/2018
6	2014 Ford	201406	42	10/01/2018
7	2014 Ford	201407	42	10/01/2018
8	2014 Ford	201408	42	10/01/2018
9	2014 Ford	201409	42	10/01/2018
10	2014 Ford	201410	42	10/01/2018

Owner's Name: [Redacted]
Mailing Address: [Redacted]
Aven Park, FL 32825

Location of Property or Real Property:
1) 3215 W. Elm Street, 3215 W. Elm Street, Princeton, NJ 08540

Type of Construction: Mobile Home No. of Units: 1

Owner's Name: [Redacted]
Mailing Address: [Redacted]
Aven Park, FL 32825

Based on the contractor's certification, housing is authorized at the above location unless such authorization is otherwise terminated.

C-04-477844-15-01 Date: 11/02/2016
Name: [Redacted]

Owner's Certification (Signature of applicant):
[Redacted]
Date: 11/02/2016

Owner: [Redacted]

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L.H. Jones of Parkway or Road Property

By 303 S Chestnut Street, 303 S Chestnut Street, Pensacola FL 32501

Type of Construction Mobile Home

Owner's Name Jorge Marin

No. of Units

Mailing Address 2140 N Tarrington Road

Area Park

FL 32501

Based on the contractor's submission, routing is authorized at the above locations unless such authorization is otherwise terminated.

C-04-477944-K-15-R

Date 04/24/2017

Name Jorge J Marin-Gomez

By 303 S Chestnut Street, 303 S Chestnut Street, Pensacola FL 32501

Type of Construction Mobile Home

Owner's Name Jorge Marin

No. of Units

Mailing Address 2140 N Tarrington Road

Area Park

FL 32501

Based on the contractor's submission, routing is authorized at the above locations unless such authorization is otherwise terminated.

C-04-477944-K-15-R

Date 04/24/2017

Name Jorge J Marin-Gomez

By 3210 W Sycamore Street, 3210 W Sycamore Street, Pensacola FL 32501

Type of Construction Mobile Home

Owner's Name Jorge Marin

No. of Units

Mailing Address 2140 N Tarrington Road

Area Park

FL 32501

Based on the contractor's submission, routing is authorized at the above locations unless such authorization is otherwise terminated.

C-04-477944-K-15-R

Date 04/24/2017

Name Jorge J Marin-Gomez

By 3210 W Sycamore Street, 3210 W Sycamore Street, Pensacola FL 32501

Type of Construction Mobile Home

Owner's Name Jorge Marin

No. of Units

Mailing Address 2140 N Tarrington Road

Area Park

FL 32501

Based on the contractor's submission, routing is authorized at the above locations unless such authorization is otherwise terminated.

C-04-477944-K-15-R

Date 04/24/2017

Name Jorge J Marin-Gomez

Signature of Contractor (Signature of applicant)

Jorge J Marin-Gomez

C-04-477944-K-15-R

Name Jorge J Marin-Gomez

Date 04/24/2017

RECEIVED

Client#: 12255

CENTERST3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance (KIS) 222 Church Street Kissimmee, FL 34741 407 847-2841		CONTACT NAME: PHONE (A/C, No, Ext): 407 847-2841 FAX (A/C, No): 407 846-2841 E-MAIL: ADDRESS:	
INSURED Center State Harvesting & Hauling Inc. 150 Eighty Ft. Road Bartow, FL 33830		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24112	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SURR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOG		CAG4695693	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAG4695693	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROP ETO PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS Below		CAG4695693	10/01/2017	10/01/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ WC STATUTORY LIMITS E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo		CAG4695693	10/01/2017	10/01/2018	15,000/30,000 Ded: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ref:
 1993 FORD BUS
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Marin J. Corp
 2148 North Torrington Road
 Avon Park, FL 33825

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RECEIVED

ACORD 25 (2010/05) 1 of 2
 #S828705/M743543

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SHAR Missouri FLC Unit

DESCRIPTIONS (Continued from Page 1)

FL TAG# N178TU

1989 CHEVEROLET BUS

VIN# 1GBM6P1F0KV103148

FL TAG# 186RVD

1989 CHEVEROLET BUS

VIN# 1GBM6P1F9KV103150

FL TAG # 185RVD

1995 FORD BUS

VIN# 1FDXB80C0SVA06044

FL TAG # 51971Y

1995 FORD BUS

VIN# 1FDXB80CXSCA42081

FL TAG# 297TNE

RECEIVED

APR 17 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC c/o Harbor America 21977 E. Wallis Dr. Porter, TX 77365	ID (Harbor)	CONTACT NAME: Ashley Warren PHONE (A/C. No. Ext.): (281) 577-1080 E-MAIL: ashleyw@amemins.com ADDRESS:	FAX (A/C. No): (281) 577-2678														
INSURED Harbor America Florida, Inc.; Harbor America West, Inc, Harbor America Central, Union Strategic Alliance, Inc. * See Description of Operations 21977 E. Wallis Dr. Porter TX 77365	<table border="1"> <thead> <tr> <th data-bbox="802 438 1265 445">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1265 438 1450 445">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="802 445 1265 451">INSURER A : SUNZ Insurance Company</td> <td data-bbox="1265 445 1450 451">34762</td> </tr> <tr> <td data-bbox="802 451 1265 455">INSURER B :</td> <td data-bbox="1265 451 1450 455"></td> </tr> <tr> <td data-bbox="802 455 1265 462">INSURER C :</td> <td data-bbox="1265 455 1450 462"></td> </tr> <tr> <td data-bbox="802 462 1265 468">INSURER D :</td> <td data-bbox="1265 462 1450 468"></td> </tr> <tr> <td data-bbox="802 468 1265 472">INSURER E :</td> <td data-bbox="1265 468 1450 472"></td> </tr> <tr> <td data-bbox="802 472 1265 478">INSURER F :</td> <td data-bbox="1265 472 1450 478"></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SUNZ Insurance Company	34762	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : SUNZ Insurance Company	34762																
INSURER B :																	
INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 40799797

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LUC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE'D AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under: DESCRIPTION OF OPERATIONS below	N/A	WC011-00001-018 WCPEO000015605	4/1/2018 4/1/2017	4/1/2019 4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - FA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Marin J Corporation

Location Effective: 3/10/2016

RE: Work Performed in the state of FL, IN, MO, NC

* Harbor America Coastal, Inc.; Harbor America Southwest, Inc.; Harbor America East, Inc.

CERTIFICATE HOLDER

311025

US Department of Labor
Wage Hour Division
Farm Labor Certificate Processing
90 7th Street, Ste 13-100
San Francisco CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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ACORD 25 (2016/03)

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EXHIBIT 3



Missouri Historical Agricultural Weather Database



Weather Station: Senath, Dunklin County, MO
Weather Description: South Dunklin Research Farm (Senath, MO)
Starting Period: June 28, 2018
Ending Period: July 17, 2018



MONTH	DAY	YEAR	MAX AIR TEMP	TIME OF MAX AIR	MIN AIR TEMP	TIME OF MIN AIR	AVG TEMP	MAX WIND SPEED	TOTAL SOLAR RAD. MJ/M ²	TIME OF MAX WIND SPEED CST	TOTAL PRECIP INCHES
			F	CST	F	CST	F	MPH			
6	28	2018	94.9	1445	70.4	2213	84.3	40.7	23.95	2115	0.56
6	29	2018	87.4	1542	69.9	444	79.2	23.9	25.86	12	0.00
6	30	2018	92.3	1510	73.2	448	82.6	11.6	27.18	1203	0.00
7	1	2018	92.9	1410	73.2	456	82.9	20.0	25.73	1753	0.00
7	2	2018	92.3	1605	76.2	424	82.0	18.9	23.95	1703	0.32
7	3	2018	89.4	1438	75.4	309	81.8	16.7	23.46	1439	0.00
7	4	2018	94.0	1659	74.4	435	84.6	10.5	26.27	1148	0.00
7	5	2018	94.8	1554	73.7	436	84.5	24.5	27.06	2152	0.00
7	6	2018	89.8	1457	72.4	330	78.7	40.7	18.87	1606	0.58
7	7	2018	85.0	1432	69.9	523	76.9	19.5	25.15	1139	0.00
7	8	2018	86.9	1545	69.3	338	78.2	14.4	22.30	1324	0.00
7	9	2018	90.2	1446	73.1	432	80.5	11.1	24.28	1510	0.00
7	10	2018	92.0	1453	72.0	513	82.3	6.6	25.91	1203	0.00
7	11	2018	94.3	1413	73.3	504	84.0	8.3	26.45	1703	0.00
7	12	2018	92.5	1438	72.4	520	83.0	15.0	26.78	918	0.00
7	13	2018	94.5	1508	74.6	516	84.3	8.8	25.92	1503	0.00
7	14	2018	94.9	1416	77.7	325	85.2	13.3	25.99	1357	0.00
7	15	2018	93.9	1446	74.3	2356	81.4	20.0	22.13	1511	0.04
7	16	2018	92.3	1401	72.6	514	81.9	13.3	25.85	1302	0.00
7	17	2018	92.2	1406	73.1	500	82.1	11.1	22.09	1306	0.00
Total:											
Avg:			91.8		73.1		82.0	17.4	24.76		1.50

This report was generated by the MU Commercial Ag Weather System at 7/25/2018 11:24:50 AM

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Previous in Time	View All KMEG Products for 28 Jun 2018	Next in Time	Latest Product
			View As Image

055

WWUS74 KMEG 280812

NPWMEG

URGENT - WEATHER MESSAGE

National Weather Service Memphis TN

312 AM CDT Thu Jun 28 2018

...Dangerous heat will continue across the Mid-South...

TNZ001>004-019>022-051-054-055-282100-

/O.NEW.KMEG.HT.Y.0006.180629T1500Z-180630T0100Z/

Lake-Obion-Weakley-Henry-Dyer-Gibson-Carroll-Benton TN-Crockett-Henderson-Decatur-

Including the cities of Tiptonville, Union City, Martin, Dresden, Paris, Dyersburg, Humboldt, Milan, Huntingdon, Camden, Alamo, Lexington, Parsons, and Decaturville

312 AM CDT Thu Jun 28 2018

...HEAT ADVISORY IN EFFECT FROM 10 AM TO 8 PM CDT FRIDAY...

The National Weather Service in Memphis has issued a Heat Advisory, which is in effect from 10 AM to 8 PM CDT Friday.

- * HEAT INDEX READINGS...Greater than 105 degrees during the afternoon and early evening hours.
- * TIMING...Late Friday Morning through Friday evening
- * IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning

or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

To reduce risk during outdoor work, the occupational safety and health administration recommends scheduling frequent rest breaks in shaded or air conditioned environments. Anyone overcome by heat should be moved to a cool and shaded location. Heat stroke is an emergency, call 9 1 1.

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ARZ008-009-MOZ113-115-282100-

/O.EXB.KMEG.HT.Y.0004.180628T1500Z-180630T0100Z/

Randolph-Clay-Dunklin-Pemiscot-

Including the cities of Pocahontas, Piggott, Corning, Kennett, and Caruthersville

312 AM CDT Thu Jun 28 2018

...HEAT ADVISORY IN EFFECT FROM 10 AM THIS MORNING TO 8 PM CDT FRIDAY...

The National Weather Service in Memphis has issued a Heat Advisory, which is in effect from 10 AM this morning to 8 PM CDT Friday.

* HEAT INDEX READINGS...Greater than 105 degrees during the afternoon and early evening hours. Overnight low temperatures will remain very warm with high humidity.

* TIMING...Through Friday evening.

* IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

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To reduce risk during outdoor work, the occupational safety and health administration recommends scheduling frequent rest breaks in shaded or air conditioned environments. Anyone overcome by heat should be moved to a cool and shaded location. Heat stroke is an emergency, call 9 1 1.

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ARZ017-018-026>028-035-036-048-049-058-MSZ001-002-007-008-010>017-020>024-TNZ049-088-282100-

/O.EXT.KMEG.HT.Y.0004.000000T0000Z-180630T0100Z/

Lawrence-Greene-Craighead-Poinsett-Mississippi-Cross-Crittenden-St. Francis-Lee AR-Phillips-DeSoto-Marshall-Tunica-Tate-Coahoma-Quitman-Panola-Lafayette-Union-Pontotoc-Lee MS-Itawamba-Tallahatchie-Yalobusha-Calhoun-Chickasaw-Monroe-Tipton-Shelby-Including the cities of Walnut Ridge, Paragould, Jonesboro, Harrisburg, Blytheville, Wynne, West Memphis, Forrest City, Marianna, Helena, West Helena, Southaven, Olive Branch, Holly Springs, Tunica, Senatobia, Clarksdale, Marks, Batesville, Oxford, New Albany, Pontotoc, Tupelo, Fulton, Charleston, Water Valley, Coffeetown, Bruce, Calhoun City, Houston, Okolona, Amory, Aberdeen, Covington, Bartlett, Germantown, Collierville, Memphis, and Millington

312 AM CDT Thu Jun 28 2018

...HEAT ADVISORY NOW IN EFFECT UNTIL 8 PM CDT FRIDAY...

* HEAT INDEX READINGS...Greater than 105 degrees during the afternoon and early evening hours. Overnight low temperatures will remain very warm with high humidity.

* TIMING...Through Friday evening.

* IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

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Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

To reduce risk during outdoor work, the occupational safety and health administration recommends scheduling frequent rest breaks in shaded or air conditioned environments. Anyone overcome by heat should be moved to a cool and shaded location. Heat stroke is an emergency, call 9 1 1.

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MSZ003>006-009-TNZ048-050-052-053-089>092-282100-
/O.EXT.KMEG.HT.Y.0005.180628T1500Z-180630T0100Z/
Benton MS-Tippah-Alcorn-Tishomingo-Prentiss-Lauderdale-Haywood-
Madison-Chester-Fayette-Hardeman-McNairy-Hardin-
Including the cities of Ashland, Ripley MS, Corinth, Iuka,
Booneville, Ripley TN, Brownsville, Jackson, Henderson,
Somerville, Oakland, Bolivar, Selmer, and Savannah
312 AM CDT Thu Jun 28 2018

...HEAT ADVISORY NOW IN EFFECT FROM 10 AM THIS MORNING TO 8 PM
CDT FRIDAY...

- * HEAT INDEX READINGS...Greater than 105 degrees during the afternoon and early evening hours. Overnight low temperatures will remain very warm with high humidity.
- * TIMING...Through Friday evening.
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PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

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To reduce risk during outdoor work, the occupational safety and health administration recommends scheduling frequent rest breaks in shaded or air conditioned environments. Anyone overcome by heat should be moved to a cool and shaded location. Heat stroke is an emergency, call 9 1 1.

&&

\$\$

KRM

IOWA STATE UNIVERSITY

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Department of Agronomy

Department of Agronomy

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National Weather Service Raw Text Product

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025

WWUS74 KMEG 290854

NPWMEG

URGENT - WEATHER MESSAGE

National Weather Service Memphis TN

354 AM CDT Fri Jun 29 2018

...Dangerous heat will continue across the Mid-South through the weekend...

ARZ008-009-017-018-026>028-035-036-048-049-MOZ113-115-300100-

/O.NEW.KMEG.EH.W.0001.180629T1500Z-180630T0100Z/

/O.EXB.KMEG.HT.Y.0005.180630T0100Z-180701T0100Z/

/O.EXT.KMEG.HT.Y.0004.000000T0000Z-180629T1500Z/

Randolph-Clay-Lawrence-Greene-Craighead-Poinsett-Mississippi-

Cross-Crittenden-St. Francis-Lee AR-Dunklin-Pemiscot-

Including the cities of Pocahontas, Piggott, Corning,

Walnut Ridge, Paragould, Jonesboro, Harrisburg, Blytheville,

Wynne, West Memphis, Forrest City, Marianna, Kennett,

and Caruthersville

354 AM CDT Fri Jun 29 2018

...HEAT ADVISORY NOW IN EFFECT UNTIL 10 AM CDT THIS MORNING...

...EXCESSIVE HEAT WARNING IN EFFECT FROM 10 AM THIS MORNING TO 8 PM CDT THIS EVENING...

...HEAT ADVISORY IN EFFECT FROM 8 PM THIS EVENING TO 8 PM CDT SATURDAY...

The National Weather Service in Memphis has issued an Excessive Heat Warning, which is in effect from 10 AM this morning to 8 PM CDT this evening. A Heat Advisory has also been issued for tomorrow. This Heat Advisory is in effect from 8 PM this evening to 8 PM CDT Saturday.

* HEAT INDEX READINGS...Around 110 degrees this afternoon and between 105 and 110 degrees on Saturday. Overnight conditions will remain very warm and humid.

* TIMING...Through Saturday evening.

* IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

An Excessive Heat Warning means that a prolonged period of dangerously hot temperatures will occur. The combination of hot temperatures and high humidity will combine to create a DANGEROUS SITUATION in which heat illnesses are likely.

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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TNZ001-002-019-300100-

/O.UPG.KMEG.HT.Y.0006.180629T1500Z-180630T0100Z/

/O.NEW.KMEG.EH.W.0001.180629T1500Z-180630T0100Z/

/O.EXB.KMEG.HT.Y.0005.180630T0100Z-180701T0100Z/

Lake-Obion-Dyer-

Including the cities of Tiptonville, Union City, and Dyersburg
354 AM CDT Fri Jun 29 2018

...EXCESSIVE HEAT WARNING IN EFFECT FROM 10 AM THIS MORNING TO 8 PM CDT THIS EVENING...

...HEAT ADVISORY IN EFFECT FROM 8 PM THIS EVENING TO 8 PM CDT SATURDAY...

The National Weather Service in Memphis has issued an Excessive Heat Warning, which is in effect from 10 AM this morning to 8 PM CDT this evening. A Heat Advisory has also been issued. This Heat Advisory is in effect from 8 PM this evening to 8 PM CDT Saturday. The Heat Advisory is no longer in effect.

* HEAT INDEX READINGS...Around 110 degrees this afternoon and between 105 and 110 degrees on Saturday. Overnight conditions will remain very warm and humid.

* TIMING...Through Saturday evening.

* IMPACTS...The combination of hot temperatures and high

humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

An Excessive Heat Warning means that a prolonged period of dangerously hot temperatures will occur. The combination of hot temperatures and high humidity will combine to create a DANGEROUS SITUATION in which heat illnesses are likely.

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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ARZ058-MSZ001-002-007-008-010>017-020>024-TNZ049-088-300100-
/O.EXT.KMEG.HT.Y.0004.000000T0000Z-180701T0100Z/

Phillips-DeSoto-Marshall-Tunica-Tate-Coahoma-Quitman-Panola-
Lafayette-Union-Pontotoc-Lee MS-Itawamba-Tallahatchie-Yalobusha-
Calhoun-Chickasaw-Monroe-Tipton-Shelby-

Including the cities of Helena, West Helena, Southaven,
Olive Branch, Holly Springs, Tunica, Senatobia, Clarksdale,
Marks, Batesville, Oxford, New Albany, Pontotoc, Tupelo, Fulton,
Charleston, Water Valley, Coffeeville, Bruce, Calhoun City,
Houston, Okolona, Amory, Aberdeen, Covington, Bartlett,
Germantown, Collierville, Memphis, and Millington

354 AM CDT Fri Jun 29 2018

...HEAT ADVISORY NOW IN EFFECT UNTIL 8 PM CDT SATURDAY...

* HEAT INDEX READINGS...Greater than 105 degrees during the
afternoon and early evening hours. Overnight conditions will
remain very warm and humid.

* TIMING...Through Saturday evening.

* IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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MSZ003>006-009-TNZ048-050-052-053-089>091-300100-
/O.EXT.KMEG.HT.Y.0005.000000T0000Z-180701T0100Z/
Benton MS-Tippah-Alcorn-Tishomingo-Prentiss-Lauderdale-Haywood-
Madison-Chester-Fayette-Hardeman-McNairy-
Including the cities of Ashland, Ripley MS, Corinth, Iuka,
Booneville, Ripley TN, Brownsville, Jackson, Henderson,
Somerville, Oakland, Bolivar, and Selmer
354 AM CDT Fri Jun 29 2018

...HEAT ADVISORY NOW IN EFFECT UNTIL 8 PM CDT SATURDAY...

- * HEAT INDEX READINGS...Greater than 105 degrees during the afternoon and early evening hours. Overnight conditions will remain very warm and humid.
- * TIMING...Through Saturday evening.
- * IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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TNZ003-004-020>022-051-054-055-092-300100-

/O.EXT.KMEG.HT.Y.0006.180629T1500Z-180701T0100Z/

Weakley-Henry-Gibson-Carroll-Benton TN-Crockett-Henderson-Decatur-Hardin-

Including the cities of Martin, Dresden, Paris, Humboldt, Milan, Huntingdon, Camden, Alamo, Lexington, Parsons, Decaturville, and Savannah

354 AM CDT Fri Jun 29 2018

...HEAT ADVISORY NOW IN EFFECT FROM 10 AM THIS MORNING TO 8 PM CDT SATURDAY...

- * HEAT INDEX READINGS...Greater than 105 degrees during the afternoon and early evening hours. Overnight conditions will remain very warm and humid.
- * TIMING...Through Saturday evening.
- * IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity

will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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National Weather Service Raw Text Product

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784

WWUS74 KMEG 300853

NPWMEG

URGENT - WEATHER MESSAGE

National Weather Service Memphis TN

353 AM CDT Sat Jun 30 2018

...Dangerous heat will continue across the Mid-South today...

ARZ008-009-017-018-026>028-035-036-048-049-MOZ113-115-TNZ001-002-019-010100-

/O.CON.KMEG.EH.W.0001.000000T0000Z-180701T0100Z/

Randolph-Clay-Lawrence-Greene-Craighead-Poinsett-Mississippi-Cross-Crittenden-St. Francis-Lee AR-Dunklin-Pemiscot-Lake-Obion-Dyer-

Including the cities of Pocahontas, Piggott, Corning, Walnut Ridge, Paragould, Jonesboro, Harrisburg, Blytheville, Wynne, West Memphis, Forrest City, Marianna, Kennett, Caruthersville, Tiptonville, Union City, and Dyersburg

353 AM CDT Sat Jun 30 2018

...EXCESSIVE HEAT WARNING REMAINS IN EFFECT UNTIL 8 PM CDT THIS EVENING...

* HEAT INDEX READINGS...Around 110 to 115 degrees during the afternoon and early evening hours. Overnight conditions will remain very warm and humid.

* TIMING...Through 8 PM.

* IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

An Excessive Heat Warning means that a prolonged period of dangerously hot temperatures will occur. The combination of hot temperatures and high humidity will combine to create a DANGEROUS SITUATION in which heat illnesses are likely.

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity

will combine to create a situation in which heat illnesses are possible.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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ARZ058-MSZ001-002-007-008-010>017-020>024-TNZ049-088-010100-
/O.CON.KMEG.HT.Y.0004.000000T0000Z-180701T0100Z/

Phillips-DeSoto-Marshall-Tunica-Tate-Coahoma-Quitman-Panola-
Lafayette-Union-Pontotoc-Lee MS-Itawamba-Tallahatchie-Yalobusha-
Calhoun-Chickasaw-Monroe-Tipton-Shelby-

Including the cities of Helena, West Helena, Southaven,
Olive Branch, Holly Springs, Tunica, Senatobia, Clarksdale,
Marks, Batesville, Oxford, New Albany, Pontotoc, Tupelo, Fulton,
Charleston, Water Valley, Coffeeville, Bruce, Calhoun City,
Houston, Okolona, Amory, Aberdeen, Covington, Bartlett,
Germantown, Collierville, Memphis, and Millington

353 AM CDT Sat Jun 30 2018

...HEAT ADVISORY REMAINS IN EFFECT UNTIL 8 PM CDT THIS EVENING...

* HEAT INDEX READINGS...105 to 109 degrees during the afternoon
and early evening hours. Overnight conditions will remain very
warm and humid.

* TIMING...Through 8 PM.

* IMPACTS...The combination of hot temperatures and high
humidity will lead to an increased risk of heat-related stress
and illness. The very young, the elderly, those without air
conditioning, and those participating in strenuous outdoor
activities will be the most susceptible. Also, car interiors
can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is
expected. The combination of hot temperatures and high humidity
will combine to create a situation in which heat illnesses are
possible. Drink plenty of fluids, stay in an air-conditioned
room, stay out of the sun, and check up on relatives and
neighbors.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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TNZ003-004-020>022-051-054-055-092-010100-

/O.CON.KMEG.HT.Y.0006.000000T0000Z-180701T0100Z/

Weakley-Henry-Gibson-Carroll-Benton TN-Crockett-Henderson-Decatur-Hardin-

Including the cities of Martin, Dresden, Paris, Humboldt, Milan, Huntingdon, Camden, Alamo, Lexington, Parsons, Decaturville, and Savannah

353 AM CDT Sat Jun 30 2018

...HEAT ADVISORY REMAINS IN EFFECT UNTIL 8 PM CDT THIS EVENING...

* HEAT INDEX READINGS...Around 105 degrees during the afternoon and early evening hours.

* TIMING...Through 8 PM.

* IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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MSZ003>006-009-TNZ048-050-052-053-089>091-010100-
/O.CON.KMEG.HT.Y.0005.000000T0000Z-180701T0100Z/
Benton MS-Tippah-Alcorn-Tishomingo-Prentiss-Lauderdale-Haywood-
Madison-Chester-Fayette-Hardeman-McNairy-
Including the cities of Ashland, Ripley MS, Corinth, Iuka,
Booneville, Ripley TN, Brownsville, Jackson, Henderson,
Somerville, Oakland, Bolivar, and Selmer
353 AM CDT Sat Jun 30 2018

...HEAT ADVISORY REMAINS IN EFFECT UNTIL 8 PM CDT THIS EVENING...

- * HEAT INDEX READINGS...Around 105 degrees during the afternoon and early evening hours.
- * TIMING...Through 8 PM.
- * IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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943

WWUS74 KMEG 010905

NPWMEG

URGENT - WEATHER MESSAGE

National Weather Service Memphis TN

405 AM CDT Sun Jul 1 2018

...Dangerous heat will continue across the Mid-South today...

ARZ008-009-017-018-026>028-035-036-048-049-058-MOZ113-115-MSZ010-020100-

/O.CON.KMEG.EH.W.0001.000000T0000Z-180702T0100Z/

Randolph-Clay-Lawrence-Greene-Craighead-Poinsett-Mississippi-Cross-Crittenden-St. Francis-Lee AR-Phillips-Dunklin-Pemiscot-Coahoma-

Including the cities of Pocahontas, Piggott, Corning, Walnut Ridge, Paragould, Jonesboro, Harrisburg, Blytheville, Wynne, West Memphis, Forrest City, Marianna, Helena, West Helena, Kennett, Caruthersville, and Clarksdale

405 AM CDT Sun Jul 1 2018

...EXCESSIVE HEAT WARNING REMAINS IN EFFECT UNTIL 8 PM CDT THIS EVENING...

* HEAT INDEX READINGS...Around 110 degrees during the afternoon and early evening hours.

* TIMING...Through 8 PM.

* IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

An Excessive Heat Warning means that a prolonged period of dangerously hot temperatures will occur. The combination of hot temperatures and high humidity will combine to create a DANGEROUS SITUATION in which heat illnesses are likely.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat

stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

Young children and pets should never be left unattended in vehicles under any circumstances. This is especially true during warm or hot weather when car interiors can reach lethal temperatures in a matter of minutes.

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MSZ001-002-007-008-011>017-020>024-TNZ049-088-020100-
/O.CON.KMEG.HT.Y.0004.000000T0000Z-180702T0100Z/
DeSoto-Marshall-Tunica-Tate-Quitman-Panola-Lafayette-Union-
Pontotoc-Lee MS-Itawamba-Tallahatchie-Yalobusha-Calhoun-Chickasaw-
Monroe-Tipton-Shelby-

Including the cities of Southaven, Olive Branch, Holly Springs,
Tunica, Senatobia, Marks, Batesville, Oxford, New Albany,
Pontotoc, Tupelo, Fulton, Charleston, Water Valley, Coffeeville,
Bruce, Calhoun City, Houston, Okolona, Amory, Aberdeen,
Covington, Bartlett, Germantown, Collierville, Memphis,
and Millington

405 AM CDT Sun Jul 1 2018

...HEAT ADVISORY REMAINS IN EFFECT UNTIL 8 PM CDT THIS EVENING...

- * HEAT INDEX READINGS...103 to 108 degrees during the afternoon and early evening hours.
- * TIMING...Through 8 PM.
- * IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

Take extra precautions, if you work or spend time outside. When

possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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TNZ001>004-019>022-051-054-055-092-020100-

/O.CON.KMEG.HT.Y.0006.000000T0000Z-180702T0100Z/

Lake-Obion-Weakley-Henry-Dyer-Gibson-Carroll-Benton TN-Crockett-Henderson-Decatur-Hardin-

Including the cities of Tiptonville, Union City, Martin, Dresden, Paris, Dyersburg, Humboldt, Milan, Huntingdon, Camden, Alamo, Lexington, Parsons, Decaturville, and Savannah

405 AM CDT Sun Jul 1 2018

...HEAT ADVISORY REMAINS IN EFFECT UNTIL 8 PM CDT THIS EVENING...

* HEAT INDEX READINGS...103 to 108 degrees during the afternoon and early evening hours.

* TIMING...Through 8 PM Sunday.

* IMPACTS...The combination of hot temperatures and high humidity will lead to an increased risk of heat-related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

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MSZ003>006-009-TNZ048-050-052-053-089>091-020100-
/O.CON.KMEG.HT.Y.0005.000000T0000Z-180702T0100Z/
Benton MS-Tippah-Alcorn-Tishomingo-Prentiss-Lauderdale-Haywood-
Madison-Chester-Fayette-Hardeman-McNairy-
Including the cities of Ashland, Ripley MS, Corinth, Iuka,
Booneville, Ripley TN, Brownsville, Jackson, Henderson,
Somerville, Oakland, Bolivar, and Selmer
405 AM CDT Sun Jul 1 2018

...HEAT ADVISORY REMAINS IN EFFECT UNTIL 8 PM CDT THIS EVENING...

* HEAT INDEX READINGS...Around 105 degrees during the afternoon
and early evening hours.

* TIMING...Through 8 PM.

* IMPACTS...The combination of hot temperatures and high
humidity will lead to an increased risk of heat-related stress
and illness. The very young, the elderly, those without air
conditioning, and those participating in strenuous outdoor
activities will be the most susceptible. Also, car interiors
can reach lethal temperatures in a matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is
expected. The combination of hot temperatures and high humidity
will combine to create a situation in which heat illnesses are
possible. Drink plenty of fluids, stay in an air-conditioned
room, stay out of the sun, and check up on relatives and
neighbors.

Take extra precautions, if you work or spend time outside. When
possible, reschedule strenuous activities to early morning or
evening. Know the signs and symptoms of heat exhaustion and heat
stroke. Wear light weight and loose fitting clothing when
possible and drink plenty of water.

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419

WWUS74 KMEG 140806

NPWMEG

URGENT - WEATHER MESSAGE

National Weather Service Memphis TN

306 AM CDT Sat Jul 14 2018

...Dangerous Heat expected across the Midsouth Today...

ARZ008-009-017-018-026>028-035-036-048-049-058-MOZ113-115-
MSZ001>017-020>024-TNZ001>004-019>022-048>055-088>092-141615-
/O.NEW.KMEG.HT.Y.0013.180714T1500Z-180715T0200Z/
Randolph-Clay-Lawrence-Greene-Craighead-Poinsett-Mississippi-
Cross-Crittenden-St. Francis-Lee AR-Phillips-Dunklin-Pemiscot-
DeSoto-Marshall-Benton MS-Tippah-Alcorn-Tishomingo-Tunica-Tate-
Prentiss-Coahoma-Quitman-Panola-Lafayette-Union-Pontotoc-Lee MS-
Itawamba-Tallahatchie-Yalobusha-Calhoun-Chickasaw-Monroe-Lake-
Obion-Weakley-Henry-Dyer-Gibson-Carroll-Benton TN-Lauderdale-
Tipton-Haywood-Crockett-Madison-Chester-Henderson-Decatur-Shelby-
Fayette-Hardeman-McNairy-Hardin-

Including the cities of Pocahontas, Piggott, Corning,
Walnut Ridge, Paragould, Jonesboro, Harrisburg, Blytheville,
Wynne, West Memphis, Forrest City, Marianna, Helena, West Helena,
Kennett, Caruthersville, Southaven, Olive Branch, Holly Springs,
Ashland, Ripley MS, Corinth, Iuka, Tunica, Senatobia, Booneville,
Clarksdale, Marks, Batesville, Oxford, New Albany, Pontotoc,
Tupelo, Fulton, Charleston, Water Valley, Coffeeville, Bruce,
Calhoun City, Houston, Okolona, Amory, Aberdeen, Tiptonville,
Union City, Martin, Dresden, Paris, Dyersburg, Humboldt, Milan,
Huntingdon, Camden, Ripley TN, Covington, Brownsville, Alamo,
Jackson, Henderson, Lexington, Parsons, Decaturville, Bartlett,
Germantown, Collierville, Memphis, Millington, Somerville,
Oakland, Bolivar, Selmer, and Savannah

306 AM CDT Sat Jul 14 2018

...HEAT ADVISORY IN EFFECT FROM 10 AM THIS MORNING TO 9 PM CDT
THIS EVENING...

The National Weather Service in Memphis has issued a Heat
Advisory, which is in effect from 10 AM this morning to 9 PM CDT
this evening.

* HEAT INDEX READINGS...105-109F

* TIMING...from 10am CDT this morning to 9pm CDT this evening.

* IMPACTS...the combination of hot temperatures and high humidity will likely lead to an increased risk of heat related stress and illness. The very young, the elderly, those without air conditioning, and those participating in strenuous outdoor activities will be the most susceptible. Also, car interiors can reach lethal temperatures in matter of minutes.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A Heat Advisory means that a period of hot temperatures is expected. The combination of hot temperatures and high humidity will combine to create a situation in which heat illnesses are possible. Drink plenty of fluids, stay in an air-conditioned room, stay out of the sun, and check up on relatives and neighbors.

Take extra precautions, if you work or spend time outside. When possible, reschedule strenuous activities to early morning or evening. Know the signs and symptoms of heat exhaustion and heat stroke. Wear light weight and loose fitting clothing when possible and drink plenty of water.

To reduce risk during outdoor work, the occupational safety and health administration recommends scheduling frequent rest breaks in shaded or air conditioned environments. Anyone overcome by heat should be moved to a cool and shaded location. Heat stroke is an emergency, call 9 1 1.

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